The Solicitors' Journal.

LONDON, MARCH 1, 1884.

CURRENT TOPICS.

THERE ARE SIX APPEALS from the Vice-Chancellor of the Lancaster Palatine Court ready for hearing on Thursday next, the first day which has been set apart by the Court of Appeal for these appeals.

VICE-CHANCELLOR BACON was to rise on Friday for a short interval according to his custom in Hilary Sittings, and it is understood that he will not sit in court again before Friday, the 7th of March. We believe that there will be a short recess in the courts of some others of the judges of the Chancery Division.

THE ACT of last session which is styled the Supreme Court of Judicature (Funds, &c.) Act, 1883, has been acted upon as regards the Chancery Division by the Supreme Court Funds Rules, 1884, which we printed last Saturday and which come into operation to-day. In order to make these rules apply to other divisions of the High Court it was necessary, under the 3rd section of the Act, for the Lord Chancellor, with the concurrence of the Treasury, to issue a direction for transfer of moneys in court in those divisions to the account of the Paymaster-General. This direction has now been issued as regards the Queen's Bench and the Probate, Divorce, and Admiralty Divisions, as appears by the two orders which will be found in another column.

WE UNDERSTAND that the examiners of the court, recently appointed, have expressed much dissatisfaction at the rule which precludes any examination from being referred to an examiner who has not completed the examination he has in hand. The effect of this rule is obvious. An examination of witnesses may be adjourned for a considerable period, or abandoned. In either of these cases the name of the examiner to whom it has been referred is kept out of the rotation. In fact, if the words of the rule were to be strictly enforced, an examiner to whom a reference, afterwards abandoned, had been allotted, would remain permanently out of the rotation, because, so far as we can see, no one is bound to give notice of the abandonment. The rule appears to be useless for any good purpose, and will probably prove a source of considerable inconvenience.

THE MIDDLESEX Land Registry Bill, which has been introduced by Sir H. GIFFARD, and also bears on its back the names of Mr. GREGORY and Mr. HOLWOOD, was prevented from going into Committee on the 21st ult. by the opposition of the Law Officers. It is, of course, easy to understand the reason of this opposition. It is, no doubt, intended to re-introduce, let us hope in an amended shape, the Bill of 1882, which provided that the Middlesex Registry Office should be transferred to the office of Land Registry under the Land Transfer Act, 1875, and gave power to the Lord Chancellor, with the concurrence of the Treasury, to "make, and when made, to revoke or vary, rules fixing the fees to be taken in the Office of Land Registry in respect of the business heretofore performed in the Middlesex Registry Office," and directed that "all memorials, books, indexes, and other documents" should, after the commencement of the Act, "be deemed to be records of the Office of Land Registry, and shall be . . . dealt with in such manner as may be from time to time directed by rules made in pursuance of the Land Transfer Act, 1875." If this Bill is re-introduced we hope that the attention of the Government will be drawn to the necessity for dealing explicitly *in the Bill* with the state of the index, and not leaving this to rules which may, possibly, be framed by someone with no practical acquaintance with the inconvenience and annoyance occasioned to solicitors by the present state of the Middlesex Registry Index. Clauses 9 and 10 of Sir H. GIFFARD's Bill affords a fairly satisfactory remedy by providing that the district shall be divided into sub-districts, and that a separate division of the register shall be kept for each sub-district; also that the index shall be so framed as to furnish references to places as well as to persons, and shall, as far as practicable, be based on the Ordnance Survey, "and shall, as far as practicable, be completed up to the latest date."

THE DECISION of Mr. Justice KAY in *Stanford* v. *Roberts*, with reference to the Remuneration Order, to which we drew our readers' attention last week, has naturally excited great interest, and, owing to the use in our report and observations of the current colloquialism, "the scale," instead of "the Order," some doubt seems to have arisen as to the precise effect of the decision. The question has been very properly asked whether the learned judge did not direct the taxing master as to the particular scale in the Order according to which the taxation was to be made. Was he to tax according to schedule 1 or according to schedule 2? The answer is that no such direction was given. The whole question argued in the case was whether the costs came within the Remuneration Order, and there was no question raised as to whether they should be taxed according to schedule 1 or schedule 2. The order of the learned judge (according to the indorsement on counsel's brief) was as follows:—"The court being of opinion that the words of exception [in the Act] 'not being business in any action' do not refer to conveyancing business in this action, refers it back to taxing master to review his taxation, having regard to this decision." We are informed that, as a matter of fact, some of the conveyancing costs incurred in the action would fall within schedule 1 of the Order, and others within schedule 2. The observations of Mr. Justice KAY at the close of his judgment—a full report of which is before us—show that his decision was that the Act and Order refer to "conveyancing matters whether they take place in an action or not in an action"; and this being so, it would seem that the question whether they fall under the scale in schedule 1 or the scale in schedule 2 will be determined exactly as in the case of conveyancing business not transacted in an action. Since the above was written, Mr. CATHER, the solicitor in the case, has kindly sent us a letter which entirely confirms the view above taken. He says: "The judge has held that the true construction of section 2 of the Act is that all business connected with matters of conveyancing, whether in an action or not, comes under the provisions of the Act, and is to be paid for according to the terms of the General Order. Part of such business will be paid for according to schedule 1 and part according to schedule 2; the question of which schedule should apply being governed by the considerations stated in sub-clauses (*a.*) (*b.*) and (*c.*) of rule 2 of the Order, such considerations applying equally to matters in or out of court." This, it may be hoped, will remove the misapprehensions which have existed as to the questions raised by, and the effect of, the decision.

THE QUESTION whether a creditor can present a petition against a debtor under the new Bankruptcy Act, founded upon an act of bankruptcy committed before the new Act came into force, was before the Court of Appeal last week in the case of *Ex parte Pratt, Re Pratt* (which will be found reported in another column). In that case the debtor presented a petition for liquidation or composition under the late Act on the 30th of November last. The first meeting of creditors was adjourned to the 2nd of January last, when the creditors failed to pass any resolution, and thereupon

a creditor presented a bankruptcy petition under the new Act, alleging the filing of the petition for liquidation as the act of bankruptcy committed by the debtor. The judge of the Birmingham County Court, though in doubt as to his power to do so, made a receiving order against the debtor, who appealed against the same to the Court of Appeal. On behalf of the appellant it was contended that a bankruptcy petition under the new Act could not be founded upon an act of bankruptcy committed before that Act came into operation, and that an adjudication in that case could only be obtained by means of an application under sub-section 12 of section 125 of the late Act, as the proceedings under the liquidation petition were pending at the commencement of the new Act, and so were kept alive by sub-section 3 of section 169 of that Act. The Court of Appeal, without calling upon counsel for the respondent, dismissed the appeal, and have thus also reversed the decision of one of the bankruptcy registrars of the High Court, which was the subject of some correspondence in the columns of the *Times* a few weeks ago, and which we noted *ante*, p. 231. Upon the first point argued on behalf of the appellant it was pointed out by COTTON, L.J., that the words of section 5 of the new Act are, "if a debtor commits *an* act of bankruptcy," and not if he commits one of the acts of bankruptcy mentioned in the Act, and he, therefore, construed the words of the section to apply to any act which, by legislative enactment, would constitute an act of bankruptcy at the time it was committed. This construction certainly relieves the courts from a difficulty, and the Act from an incongruity under which it appeared to suffer by reason of the previous decision of the bankruptcy registrar of the High Court. The difficulty, however, was only of a temporary nature, as the question cannot arise after the new Act has been in operation three months, inasmuch as no act of bankruptcy committed prior to the commencement thereof will then be available on which to found a bankruptcy petition. On the other point taken by the appellant the court held that, although it was competent for the county court to proceed to adjudicate the debtor a bankrupt under sub-section 12 of section 125 of the late Act, that did not preclude the creditors from pursuing their independent remedy by filing a separate bankruptcy petition if they chose to do so, and this could only be done under the provisions of the new Act. The petition, therefore, under which the receiving order had been made was properly presented under that Act. *Semble*, from this decision, that the direction given by MATHEW, J., to the effect that petitions in bankruptcy under the *old* Act, founded upon default in payment after service of a debtor's summons issued under that Act, may be received (which we also referred to *ante*, p. 231), cannot be sustained, but that a petition under the new Act founded upon that act of bankruptcy may be filed notwithstanding that such default is not constituted an act of bankruptcy under the new Act. Another important point for practitioners to note, and one which is not of merely temporary importance, was decided on the same day by the Court of Appeal, in the case of *Ex parte Chinery, Re Chinery*. In that case it was held that a garnishee order absolute does not constitute a "final judgment" against the garnishee within the meaning of sub-section 1 (*g*.) of section 4 of the Bankruptcy Act, 1883, so as to entitle the judgment creditor to serve a bankruptcy notice on the garnishee in respect thereof.

IT HAS BEEN ANNOUNCED that "the Lord Chancellor is at present engaged on a scheme whereby the existing circuit towns are to be re-arranged, so as to obviate the waste of time which is now so frequently occasioned by the judges finding no business to dispose of on their arrival at some of the smaller assize towns," and, further, that "an Order in Council embodying" the scheme "will very speedily be obtained," so that "the new arrangements will come into operation at the summer assizes." In receiving a deputation from the town of Plymouth on the subject, however, his lordship is reported to have intimated that, in any change which was proposed, "any other towns which might be affected would doubtless desire and ought to be heard," so that some time must be expected to intervene before an Order in Council, if determined on, can be made. The powers of her Majesty in Council in this matter, which are extremely wide, depend on section 23 of the Judicature Act of 1875, and are thereby expressly declared to be "in addition to, and not in derogation of, any power already" (see, for instance, 3 & 4 Will. 4, c. 71, and 26 & 27 Vict. c. 122) "vested in her Majesty." Under this section of the Act of 1875, any existing circuit may be discontinued by Order in Council, and any new circuit formed; any place may be appointed at which assizes are to be held on any circuit, and the venue in all cases, civil and criminal, triable on circuit or elsewhere may be "regulated." The effect, therefore, clearly is, that any assize town may be deprived of its privilege of having assizes held therein, and also, that any county or counties may lose a similar privilege. The direction which an Order in Council is likely to take has already been anticipated, but it is material to call attention to the recommendations of the Judicature Commission on the subject more than fifteen years ago. "We are of opinion," so reported the commissioners, "that the judicial business of the country should no longer be arranged and distributed according to the accidental divisions of counties, but that the venue for trials should be enlarged, and that several counties should be consolidated into districts of a convenient size; that such districts should, for all purposes of trial at the assizes, both in civil and criminal cases, be treated as one venue or county, and that all counties of towns or cities should, for the purposes of such districts, be included in an adjacent district or county. . . . In fixing the towns at which assizes should be held, we recommend that those towns should be chosen which are the most central, with which there is the best and most rapid communication from all parts of the district, and to which the inhabitants are most in the habit of resorting for the purpose of business." Sooner or later, therefore, we may expect to see an Order in Council "upon the lines" of this report; but every care will, doubtless, be taken that nothing should be done hurriedly or arbitrarily, for it is enacted by section 23 of the Act of 1875 that "every Order in Council made under" that section "shall be laid before each House of Parliament, within such time and subject to be annulled in such manner as in this Act provided"—that is to say (section 25), within forty days after the order is made, "if Parliament is then sitting; or, if not, within forty days of the then next ensuing session." The object of this direction is expressly declared to be that, if an address is presented to her Majesty by either House "within the next forty days on which the said House has sat, praying that such order may be annulled, her Majesty may thereupon, by Order in Council, annul the same."

WHEN THE PATENTS ACT of last year was passing through Parliament we expressed some doubts as to the advisability of the clause which now forms section 106 of the Act. This section provides that any person who, without the authority of her Majesty, or any of the Royal family, or of any Government department, assumes or uses in connection with any trade, business, calling, or profession, the Royal arms, or arms so nearly resembling the same as to be calculated to deceive, in such a manner as to be calculated to lead other persons to believe that he is carrying on his trade, business, calling, or profession by or under such authority as aforesaid, shall be liable, on summary conviction, to a fine not exceeding £20. It appeared to us that this enactment was wholly uncalled for, inasmuch as the adoption of the Royal arms is, and has for many years been, so common—we might almost say so universal—that no one ever is, or could reasonably be, expected to be deceived by the use of them. Everyone knows that the sale of a yard of braid to a footman, or a pennyworth of pins to a housemaid, employed in the Royal household is considered quite enough foundation for the assumption of the arms, and if that were done without any such slender foundation, where would be the harm? However, it was generally stated at the time that the object was to prevent patent agents in particular from inducing people to believe that their advice was given with all the authority of a Government department, and the enactment became law. Now that it has passed, we find a notice inserted in the *London Gazette*, above the signature of the Lord Steward, that by this section a penalty of £20 is incurred by any persons who, without proper authority, assume the Royal arms with a view to lead other persons to believe that they are employed under any department of her Majesty's household. So that the official view is, not to confine the operation of the section to the delinquent patent agent, but to use it to harass any tradesman who

cannot produce in black and white his authority for putting the Royal arms over his shop front. The notice does, indeed, concede more to the tradesman than the statute does, for the latter makes the offence depend upon the doing of something which is calculated to deceive, whereas the former appears to contemplate the necessity of proving a fraudulent intention, thus putting in issue the motive of the person accused, which is always difficult to prove. This is, however, a slip; the important thing is, that the notice appears to indicate an intention to attempt to put in force the section in cases in which it is absolutely a matter of no consequence to anyone whether the arms are used or not. We find it very difficult to believe that any legal authority could possibly hold that the mere placing the arms over a shop was an offence against the prohibition to do an act calculated to deceive; but, if the notice is made operative, much trouble and annoyance may be occasioned quite unnecessarily before a conclusion is arrived at.

It will be within the recollection of our readers that, in the case of *Hough* v. *Windas*, the Court of Appeal recently decided (*ante*, p. 255) that a judgment creditor who had sued out a writ of *elegit*, under which the goods of the debtor were actually seized, but not delivered before the 1st of January, 1884, was not deprived of the benefit of his execution by the 146th section of the Bankruptcy Act. The case re-appeared in another phase on the 18th ultimo. The debtor was, on the 31st of January, adjudicated a bankrupt upon an act of bankruptcy committed after the seizure of the goods, and the registrar granted an injunction restraining further proceedings under the *elegit*. The judgment creditor appealed to the judge, and Mr. Justice Cave, on the 25th ultimo, reversed the decision of the registrar. It was well established, under the former law, that an execution creditor became "secured" on the seizure of the goods (*Slater* v. *Pinder*, 20 W. R. 441, L. R. 7 Ex. 95; *Ex parte Rocke*, 19 W. R. 1129, L. R. 6 Ch. 795), and that notice of an act of bankruptcy committed between the seizure and the delivery did not deprive the creditor of this security (*Ex parte Vale*, 29 W. R. 855, L. R. 18 Ch. D. 137); while an execution creditor under a writ of *elegit* escaped from the provisions of section 87 (*Ex parte Abbott*, 29 W. R. 143, L. R. 15 Ch. D. 447). But under the new Act, which regulated the proceedings in this bankruptcy, a creditor who has issued execution against the goods or lands of a debtor is not entitled to retain the benefit of the execution unless it has been completed before the date of the receiving order, and before notice of the petition, or of an act of bankruptcy (section 45). The same section provides that an execution against goods is, for the purposes of the Act, "completed by seizure *and sale*." His lordship, however, decided that this section had no application to a writ of *elegit* against goods, but was confined to those forms of execution which continue to exist after the passing of the Act.

The *Citizen* states that Clement's-inn has been sold to two of the present controlling body, of which there are nine; and the price obtained was £63,000.

Mr. T. C. Hedderwick and Mr. Claude Baggallay, hon. secretaries of the Bar Committee, write to the *Times* to deny that it was mentioned at the recent meeting of the Bar Committee that the Attorney-General had expressed an opinion confirming an understanding that counsel are permitted by etiquette to take in general non-contentious business direct from clients. They have the best reason for believing that no such opinion has ever been given by the Attorney-General.

It is stated that the Lord Chancellor is at present engaged upon a scheme whereby the existing circuit towns are to be re-arranged and grouped so as to obviate the waste of time which is now so frequently occasioned by the judges finding no business to dispose of on their arrival at some of the smaller assize towns. An Order in Council embodying these new rules will very speedily be obtained, and these new arrangements will come into operation at the summer assizes, which will be held in July next. It is also announced that a committee of judges, consisting of Baron Pollock and Justices Field, Lopes, and Stephen, appointed by the Lord Chancellor to frame the rules and report upon the grouping and re-arrangement of the various circuits over England and Wales, held a meeting on Wednesday.

SALE BY TRUSTEES UNDER A TRUST FOR SALE.

Immediately upon the decision of the case of *Taylor* v. *Poncia*, we called the attention of our readers to its importance; and now that a fuller report (32 W. R. 335) is accessible, we propose to examine a few points connected with it in somewhat greater detail. The material circumstances were as follows:—In 1864 a testator devised real estate to trustees upon trust to receive the rents and profits during the life of his wife, to pay her an annuity, and to accumulate the surplus. After the wife's death there was a direction for sale "with all convenient speed"; and the proceeds of sale were divisible among the testator's fourteen children in equal shares, eight of these shares becoming absolutely vested, but six of them being settled upon six daughters respectively for life, with remainder to their respective children. There does not seem to have been any express power to postpone the sale. The testator died in 1867, leaving his wife and fourteen children surviving. In 1868 an action was instituted for the administration of the testator's estate. The wife died in February, 1883, and in the following May an order was made in the action for the sale of part of the property. The question now came before Mr. Justice Pearson, upon an adjourned summons, whether the consent of the several persons interested in the property under the will was, by virtue of the Settled Land Act, necessary to the validity of a sale by the trustees, and whether those persons must join in the conveyance to the purchaser.

Mr. Justice Pearson held that their consent was unnecessary, and his reasons are divisible into two heads, of which the first is concerned with the interpretation of the Settled Land Act, and the second is concerned only with the peculiar circumstances of the case. Under the latter head the learned judge pointed out that an order for sale had been made by the court; and he held that, even if to a sale out of court the consent of the beneficiaries would have been necessary, the need for such consent is superseded by the order. We take the learned judge to have meant that the previously existing jurisdiction of the court to order a sale in an administration action has not been affected by the Settled Land Act. This proposition is so very plausible, and, if correct, it is so evidently decisive of the case, that there would be very little prospect of an appeal from the learned judge's decision, even though its result had been such as to disappoint the wishes of the parties, which does not seem to have been the case. Under these circumstances, the learned judge's remarks in exposition of the Settled Land Act are not likely to be challenged, and it seems to be worth while to examine some of their consequences.

The reader will remember that section 63, sub-section (1), of the Settled Land Act, omitting what is not necessary to the consecutive construction, enacts as follows:—Any land which, under any instrument, is subject to a trust or direction for sale, and for the application of any part of the sale-moneys or of the income thereof for the benefit of some person or persons *for life or for any limited period*, shall be deemed to be settled land; and the instrument shall be deemed to be a settlement; and the person *for the time being beneficially entitled to the income of the land until sale* shall be deemed to be tenant for life thereof; and several persons so entitled concurrently shall be deemed to constitute together the tenant for life thereof.

Section 56, sub-section (2), enacts that "the consent of the tenant for life shall, by virtue of this Act, be necessary to the exercise by the trustees of the settlement or other person of any power conferred by the settlement exerciseable for any purpose provided for in this Act." As we have previously remarked, the last words of this enactment are of somewhat ambiguous import; but it seems to be the general opinion in the profession that they are a sort of vernacular paraphrase for powers of sale, exchange, partition, and so forth, which by the Act are conferred upon the tenant for life.

In the present case it seems, on all hands, to have been taken for granted that the whole of the fourteen children, or their respective representatives in title were, under the circumstances, included in the expression "tenant for life"; and from this it was sought to be inferred that the consent of each of them was necessary to the exercise of the trust for sale by the trustees. But Mr. Justice Pearson held that "this would be an absurd construction

to put upon the Act. I am satisfied," he continued, "that the Act never meant to interfere with the performance of positive, absolute duty, such as an absolute trust for sale. It is only intended to prevent trustees from exercising a *discretionary trust or power* [the italics are ours] vested in them, and to provide that such power and discretion shall not be exercised without the consent of the tenant for life." He accordingly decided, upon these grounds, that the consent of the fourteen persons, or any of them, was unnecessary; but he added that, as at present advised, he thought that the existence of the order for a sale made in the administration action would, by itself, have superseded the necessity for their consent, even if it had otherwise been necessary.

Now section 63, sub-section (2), enacts that, when land is given in trust for sale, as above mentioned, "the provisions of this Act relating to a tenant for life . . . shall extend to the person or persons aforesaid," subject to certain qualifications not material to be here specified. The above-cited enactment of section 56, sub-section (2), which makes the consent of the tenant for life necessary to the exercise of powers by the trustees, seems clearly to be a "provision relating to a tenant for life"; and if, in the case before us, we are to hold that the "provision" contained in section 56, sub-section (2), does *not* extend to the "person or persons aforesaid," we shall be entitled to ask why any other of the Act's provisions relating to a tenant for life should be held to extend to the same person or persons. That is to say, if the fact that the trust for sale is "absolute," takes the case out of the operation of section 56, sub-section (2), why should it not also take the case out of the operation of section 3, which gives the tenant for life powers of sale, enfranchisement, exchange, and partition; and also take it out of the operation of section 6, which gives him a power of leasing, and similarly with regard to the other sections of the Act by which powers are conferred upon the tenant for life?

It is true that section 56, sub-section (2), uses only the word *power*, while, in the present case the trustees were to exercise a *trust* for sale. But it seems clear, from the words which we have placed in italics in our citation from the learned judge, that he did not rely upon any distinction between a trust and a power; but regarded them, for the present purpose, as being the same thing. And, indeed, any other view would render section 56, sub-section (2), totally nugatory; since it would enable settlors to confer upon trustees powers which would be exerciseable independently of the tenant for life, by the simple device of styling them trusts.

Whichever reply we may give to the above-stated question, the result will not be free from difficulty. If we reply that, under the circumstances of *Taylor* v. *Poncia*, the tenant for life has no statutory powers, this conclusion will have a somewhat startling aspect when viewed in connection with the Act's language. If we reply that he has the statutory powers, but that the trustees have also independent powers under the settlement, we shall arrive at the very inconvenient result that there will be two concurrent authorities, each invested with absolute powers, and each able to enter simultaneously into binding contracts with different persons.

Moreover, we might ask, What is the precise meaning of an "absolute trust for sale"? Would a trust for sale, in terms absolute, but accompanied by the usual "power to postpone," be an absolute trust? or would it be a "discretionary trust or power," and so within the meaning of section 56, sub-section (2)? It would accord very ill with the common usages of legal speech to style such a trust a "discretionary trust or power"; and yet, unless this is done, the decision in *Taylor* v. *Poncia* obviously enables any settlor, who may choose so to do, altogether to evade section 56, sub-section (2), of the Act.

We shall not venture, upon the strength of these considerations, to impugn the decision of the learned judge; but they may, perhaps, raise some doubt whether, in his exceedingly brief judgment, he has completely exhausted all the aspects of the question. We may add that section 63, which was inserted into the Act as an afterthought by the Select Committee, and is drafted in a fine style of perplexed verbiage, offers considerable facilities for misapprehension. We have noticed in the commentaries of various learned editors upon this section some things which we do not quite understand. Thus, Messrs. Wolstenholme and Turner (Settled Land Act, p. 72) say:—"The general scheme of the Act seems rather inapplicable to trusts for sale, and it is a strong measure to enable the *tenant for life of the proceeds of sale* to supersede the trustees in selling," &c. But, as above mentioned, the section says nothing about the tenant for life of the proceeds of sale, referring only to the person who is beneficially entitled to the income of the land *until sale*. So also (*ibid.*, at p. 198) we find, in a "Conveyance of freeholds by tenant for life under a settlement on trust for sale," the following recital:—"And whereas the said R. W., as *tenant for life of the said proceeds of sale*, has agreed to sell," &c. We do not know what motives suggested this remarkable substitution of one thing for another, and it may, perhaps, indicate that the expressions of this section of the Act have not erred by any excess of simplicity and clearness.

ADMINISTRATION ORDERS IN BANKRUPTCY.

The 125th section of the Bankruptcy Act, 1883, which provides for the administration in bankruptcy of the estates of persons dying insolvent, is one which cannot fail to give rise to numerous questions. It is a somewhat hazardous experiment in legislation to apply, as is done by the 6th sub-section, all the rules in bankruptcy to a case where there is necessarily no bankrupt, and to provide for a *cessio bonorum* where rights may have supervened in the administration of the estate. There is no provision as to the appointment of a trustee, and the Act seems to contemplate that the official receiver should, in all cases of administration, realize and distribute the property as the trustee in bankruptcy.

Whether the powers conferred upon the trustee by Part III. of the Act are intended to vest in the official receiver for the purposes of this section is a somewhat doubtful point. It seems to admit of argument that the doctrine of relation does not apply to this procedure, or, at all events, to an act of bankruptcy committed by the deceased. To follow out the consequences of such a "relation back" would require more space than we can afford to its discussion; for, in the present article, we desire to call attention to some of the discrepancies between the two systems of administration which are not unlikely to give rise to judicial decision. The most important difference which exists between administration in bankruptcy and administration in the Chancery Division is, that in the former all creditors, save those on whom statutory priority is expressly conferred, come in and share equally; while, in the latter, the administration of legal assets is founded on a different principle. Priority, for example, is given to judgment creditors over those by specialty and simple contract; and, on the other hand, creditors on voluntary covenants and bonds are postponed to all creditors for value. It was decided in *Re Maggi, Winehouse* v. *Winehouse* (30 W. R. 729, L. R. 20 Ch. D. 545), that section 10 of the Judicature Act, 1875, had not introduced into the administration of insolvent estates the provisions of section 32 of the Bankruptcy Act, 1869 that all debts (subject to the exception of preferential debts) should be paid *pari passu*; and that, accordingly, a creditor who had recovered judgment against the executor before judgment had been obtained in the administration action was entitled to be paid out of the assets in priority to the other creditors of equal degree.

Now, we may ask, what would be the position of the judgment creditor in *Re Maggi* if the estate, instead of being administered in the Chancery Division, were ordered to be administered in bankruptcy under section 125 of the recent Act? It seems clear that he would lose by the change of *forum* the benefit which his diligence had secured, and this whether the bankruptcy order had been made in the first instance upon the petition of a creditor, or proceedings initiated in the Chancery Division had been transferred under sub-section (4) to the court exercising jurisdiction in bankruptcy.

Judgments recovered against the deceased are also entitled, in the Chancery Division, to priority over specialty and simple contract debts, but, unlike judgments against the executor, they rank rateably *inter se*. They must also be registered under 23 & 24 Vict. c. 38, s. 3: *Van Gheluve* v. *Norinckx*, 30 W. R. 789, L. R. 21 Ch. D. 189.

It should be observed that the Crown is deprived, by section 146 of the Bankruptcy Act, of the preference which it formerly enjoyed over other creditors, and in this respect, also, the distribution of the property in bankruptcy differs from that which takes place under the chancery jurisdiction. This class of claims, however, is one which seldom arises; and it is chiefly to the conflict between

judgment and other creditors that we must look for the judicial interpretation of this section. Wherever there is an insolvent estate and there are judgment creditors, it seems clearly to be the interest of the ordinary creditor to obtain an order for the administration in bankruptcy. For in that event he deprives the judgment creditors of their priority, and drags them down to a level with himself.

There is another respect in which the rights in bankruptcy and chancery administrations differ materially. The executor seems to be indirectly deprived of his right of retainer. Under the law as it stood before the Judicature Act, 1875, an executor had a right to retain a debt due to himself, as against all creditors of equal degree, out of all moneys coming to his hands; and this right was not lost by his paying them into court: *Per* James, L.J., in *Lee v. Nuttall* (27 W. R. 805, L. R. 12 Ch. D. 61). It was decided in this case that the right of retainer did not make the executor a "secured" creditor within the meaning of section 10 of the Judicature Act, 1875, and that such right was not affected by the section. But now, if an order is made on a creditor's petition for the administration of the estate in bankruptcy, or if proceedings in the Chancery Division are, "on proof that the estate is insufficient to pay its debts," transferred to the court exercising jurisdiction in bankruptcy, the provisions as to payment of debts *pari passu* come into force; and the executor, not being a preferential creditor within the meaning of the Act, seems to have no right to retain his debt. It is enacted by the 5th sub-section that, upon an order being made for the administration of the estate, the property of the debtor shall vest in the official receiver of the court. The executor, therefore, being displaced, has no property in his hands subject to the right of retainer. There is, indeed, a saving clause that nothing in the section shall invalidate any payment made or any act or thing done in good faith by the legal personal representative before the date of the order for administration. A nice question seems to arise on this clause—viz., whether, if an executor appropriates, before the date of the order of adjudication, a portion of the assets in payment of his own debt, this amounts to a "payment made or act done in good faith" within the meaning of the foregoing proviso. We incline to think that such an appropriation would not be permitted; especially if the doctrine of relation shall be held to apply to cases of bankruptcy administration.

REVIEWS.

CONVEYANCING AND SETTLED LAND ACTS.

THE CONVEYANCING ACTS, 1881 AND 1882, AND THE SETTLED LAND ACT, 1885, WITH COMMENTARIES. By HENRY J. HOOD and HENRY W. CHALLIS, Barristers-at-Law. TO WHICH IS PREFIXED A SHORT TREATISE ON THE LAW OF REAL PROPERTY IN RELATION TO CONVEYANCING. By H. W. CHALLIS. SECOND EDITION. Reeves & Turner.

A main feature of this new edition of Messrs. Hood and Challis's book is the mode in which the Settled Land Act is commented on and explained. The summary which was prefixed to the reprint of the Act in the last edition has been greatly enlarged, and altogether re-arranged. It is now divided into general headings and sub-heads, enabling the reader to obtain with the least possible trouble a fair general idea of the contents of any particular portion of the Act. The divisions in general seem to us to be excellent, but we should have been disposed to place the general heading (4) "Of the protection afforded by the Act to remaindermen, &c.," immediately after heading (2), "What powers may be exercised under the Act"; and to entitle it, "Restrictions and precautions relating to the exercise of powers under the Act," which would probably have rendered it unnecessary to repeat under each of the headings the summary of certain sections. The matter within each division is well arranged, and does not consist, like many so-called summaries, of a mere somewhat abbreviated recapitulation of the legislative provisions, but contains a terse statement of the general effect of all the different sections bearing on the subject in hand. As references are given to the sections, the reader can at once turn to the provisions summarized.

The notes on the Settled Land Act contain, speaking generally, the kind of information the practitioner desires—that is, information practically relevant to the section to which the note is appended. The questions arising are fully considered, but there are very few instances in which the authors can be charged with having in any degree followed in the footsteps of the voluminous Mr. Shelford, who converted modern Acts of Parliament into vehicles for dissertations on the general law in which the section introduced some small alteration. The observations on many of the sections are instructive, acute, and practical. We observe that in section 45, sub-section (1), the authors have anticipated the decision of Mr. Justice Pearson in *In re Ray's Settled Estates* (*ante*, p. 229), as to the notice to be given by the tenant for life to the trustees and their solicitor. They say, "The Act leaves the contents of the notices entirely to conjecture. But since it speaks of 'intending to make a sale,' &c., it is presumed that the notice must have reference to a definite, and not an indefinite, purpose."

In the notes to the Conveyancing Acts we find the effect of the decisions which have occurred stated with admirable brevity and accuracy. Many of the notes have been considerably expanded, and those on the Conveyancing Act, 1882, are naturally more complete than in the last edition.

Mr. Challis's lucid and erudite treatise on the law of real property in relation to conveyancing has received many additions. There is a new chapter on "successive estates in the same land"; and the chapter on base fees has been completely re-written, and now constitutes by far the most complete modern discussion of the subject with which we are acquainted. It is, moreover, distinguished from all previous dissertations by containing a complete list of the methods by which a base fee may now arise, or might formerly have arisen. A curious question is raised at the close of this chapter as to what becomes of the reversion upon a term which is enlarged into a fee simple by virtue of section 65 of the Conveyancing Act, 1881, and the author throws out the suggestion that, if the reversion is not destroyed by the enlargement, the fee simple obtained by such enlargement will subsist as a base fee. We imagine, however, that he would incline to the view that the reversion is absolutely destroyed. The book shows signs throughout of learning, care, and thoughtful consideration.

PATENTS.

THE LAW AND PRACTICE RELATING TO LETTERS PATENT FOR INVENTIONS, WITH APPENDIX. By THOMAS TERRELL, F.C.S., Barrister-at-Law. Henry Sweet.

This is a large and handsome volume, clearly printed, and very free from misprints. The method followed by the author, who appears to have a very fair grasp of the patent law of this country, is to describe in some fifteen chapters the law on the subject; then, in about the same number of chapters, but much more briefly, to state the various stages in an action for infringement, and the rules by which they are governed; next follows a set of forms, and the book concludes with an Appendix containing the Patents Act, 1883, and the Patents, Designs, Trade-Marks, and Privy Council Rules. The Act is not annotated further than by giving the pages in the earlier part of the book where the matters dealt with in the particular section are discussed. In the case of the Rules there are no references at all, and the Designs and Trade-Marks Rules appear to be quite out of place in the book, which makes no attempt at dealing with the subjects to which they relate. In fact, the third and fourth parts of the Act might themselves just as well have been omitted also. The statements of the law and practice given in the earlier part of the book are concise and intelligible, and generally take the shape of a proposition which the author deduces from the authorities, followed by statements of some of the principal cases by which he considers that that proposition is sustained. This is, perhaps, as good a way as any of composing a work of this kind, but a professional reader would wish to be also provided with the references to the other cases which have been decided on each point, so that he may ascertain to which of them his own case bears the closest resemblance. This, of course, is done to a certain extent, but many cases for which we should have thought room might have been found in so considerable a work are only conspicuous by their absence.

In his Preface, the author pointedly directs attention to the controversy whether patents for communications from abroad are or are not abolished by section 5, and his conclusion appears to be very decidedly that that is so, and he goes so far as to say that, in his opinion, the form of declaration A 1, provided by the Patents Rules for persons claiming by virtue of communication from abroad, is nonsense, and will be held by the courts to be altogether *ultra vires*. Notwithstanding the forcible manner in which Mr. Terrell expounds his views on this subject, we are not able to find in the Act any provision for abolishing grants for communicated inventions, and, without such a provision, it would be very difficult to sweep away the whole class of such grants. This would be carrying an implication to an extreme length. Nor do we see how *Milligan v. Marsh* (2 Jur. N. S. 1084), invalidates a patent granted on such a declaration as that contained in form A1. Mr. Terrell states broadly that "after the commencement of the Act any prolongation of letters patent will be made regardless of foreign patents or their duration." This appears to us to be the correct view to take, now that section 25 of the Act of

1852 is repealed, but, at the same time, we doubt whether it would be altogether safe for a petitioner for prolongation to omit to state the facts with respect to his foreign patents. The forms of proceedings in an action for infringement are likely to be very useful to practitioners, and additional value is given by the fact that, in most instances, they are taken from those employed in well-known cases before the courts. The author is entitled to a fair share of credit for the book, and the printer's part of the work has been excellently done.

THE AGRICULTURAL HOLDINGS ACT, 1883.

THE AGRICULTURAL HOLDINGS ACT, 1883, AND OTHER STATUTES, WITH FORMS, INCLUDING PRECEDENTS OF LEASES. By J. M. LELY, Esq., and E. ROBERT PEARCE, Esq., Barristers-at-Law. W. Clowes & Sons (Limited).

We have no hesitation in giving this book the highest place among the many on the same subject which have come under our notice. It is an exceedingly careful, elaborate, and able effort to interpret a statute offering no small difficulties of construction. If the authors do not arrive at a definite conclusion on some of the knotty points, this is in some cases due to the fact that no one can safely predict what view the courts will take of the matter. But in all these cases the authors state very fairly the arguments on each side. On the most difficult of all the questions under the Act—that as to "the inherent capabilities of the soil"—instead of confessing themselves baffled, as some other commentators have done, the authors manfully grapple with the difficulty. They have discovered the origin of the expression in a treatise by Mr. Butt on the Irish Land Act, 1870, and they conclude that the "inherent capability" is the permanent existing power or natural fertility of the soil; and we gather from their illustration that they consider that, in many cases, a tenant will be properly compensated if he recover a sum equal to that he originally laid out. The question whether the provision of section 7, that a tenant claiming compensation "shall, *two months at least* before the determination of the tenancy, give notice in writing to the landlord of his intention to make such claim," is imperative, or merely directory, the authors consider "one of very great doubt," since the corresponding section (20) of the Act of 1875 contained negative words which are omitted in the present section. We have felt, and have expressed, some doubt on this point, but we incline to question whether the courts would construe the section with reference to its predecessor, and we apprehend that the general rule would be held to apply that, when a statute confers a privilege, the conditions prescribed are imperative. Numerous supplementary Acts and forms are given, and we think we may fairly describe the work as a complete treatise on its subject.

THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883, WITH AN INTRODUCTORY CHAPTER, FULL NOTES TO THE SECTIONS, AND A SERIES OF FORMS. By CORRIE GRANT, Barrister-at-Law. *Land Agents' Record* Office.

Mr. Grant discusses the Act in very full notes appended to the different sections. He arrives at at least one conclusion in which he differs from all the other commentators whose works we have read—viz., that the Act does not apply to market gardens. Section 54, as is well known, provides that "nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural and as to the residue pastoral, *or in whole or in part cultivated as a market garden*, or to any holding let to the tenant during his continuance in any office, &c., held under the landlord." Mr. Grant points out that the last clause of the section, "or to any holding," &c., was added in Committee, and that before it was added Mr. Gladstone, in answer to a question, said that the intention of the Government was "not to include anything that is horticultural in the sense of market gardens." Whatever may have been the intention, we think it can hardly be doubted that the word "not" will be held to govern the whole section down to "or to any holding." We quite agree with Mr. Grant that the provisions of the Act are not suitable to market gardens, and we are inclined to think that, if it is held to apply to them, grave difficulties will arise as to the tenant's trade fixtures.

Mr. Grant adds a short introduction, and many forms under the Act.

THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883, WITH EXPLANATORY NOTES AND FORMS, TOGETHER WITH THE GROUND GAME ACT, 1880. By AUBREY JOHN SPENCER, Barrister-at-Law. Stevens & Sons.

This little treatise is stated to be prepared as a supplement to Dixon's Law of the Farm. It gives the two Acts mentioned in the title, with explanatory notes appended, which are, so far as they go, accurate and useful. There is a short introduction, which states well and clearly the general effect of the Act. The appendix contains numerous forms.

BANKRUPTCY.

THE BANKRUPTCY ACT, 1883, AND THE RULES, ORDERS, FORMS, AND SCALES THEREUNDER; WITH SHORT NOTES, GIVING CROSS-REFERENCES, &c.; AN INTRODUCTION SHOWING THE CHANGES EFFECTED; AN ANALYSIS OF THE ACT, &c.; AND A FULL INDEX. By GEORGE G. GRAY, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

We noticed Mr. Gray's work on its issue about three months ago. In the present edition the rules and orders are included, with short notes appended, stating what rules are new, and where they are reproductions of old rules, giving a reference to the old rule. Cross-references are also inserted from the Act to the rules and forms, and *vice versâ*. References are also inserted to the recently published first volume of Chitty's Equity Index, containing the decisions on bankruptcy law.

CHART SHOWING THE PRINCIPAL STEPS TO BE TAKEN FROM THE ACT OF BANKRUPTCY TO DISCHARGE. By R. W. BOLSOVER, Solicitor, Stockton-on-Tees. Waterlow & Sons (Limited).

This is an extremely ingenious idea. In the shape of a chart, not much larger than one of the ordinary sheet almanacks, Mr. Bolsover gives a very good general idea of bankruptcy proceedings under the new system. He heads his table, of course, with the acts of bankruptcy, and traces the procedure under the bankruptcy notice. Then comes the general procedure in bankruptcy, starting from each of the two great heads of debtor's petition and creditor's petition. Creditor's petition for administration of estate of deceased debtor, county court administration orders and small bankruptcies constitute separate tables. In the case of each step shown in the chart a reference is given to the appropriate section or rule, and the stamp duty payable is also stated.

CORRESPONDENCE.

TO CORRESPONDENTS.—"Light" has omitted to send his name.

*** By a curious mischance, the letter from "WEST END SOLICITORS" appeared last week without the note, referring to R. S. C., 1883, ord. 64, r. 8, which was written and intended to be annexed to the letter. The number of communications which have reached us from members of the profession anxious to enlighten "WEST END SOLICITORS" is satisfactory proof of the attention which is given to the correspondence in our columns.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 31, RR. 1, 2, 20—LEAVE TO DELIVER INTERROGATORIES—JURISDICTION—ACTION RELATING TO LAND IN IRELAND—CONCURRENT ACTION IN IRISH COURT.—On the 23rd ult., the Court of Appeal (Lord SELBORNE, C., and COTTON, L.J.) reversed the decision of Pearson, J., in *Houstoun* v. *The Marquis of Sligo* (*ante*, p. 253). The action claimed a declaration that the plaintiff was, under a lease granted to him by the defendant, entitled to exclusive rights of sporting over certain lands in Ireland, and an injunction to restrain the defendant from sporting over the lands in question, and, if necessary, to have the lease rectified. Since the commencement of the action, the defendant had brought an action in Ireland against the English plaintiff, and had obtained an injunction restraining him, until the trial of the Irish action, from sporting over the lands in question. Both the plaintiff and the defendant had residences in England. The English plaintiff took out a summons in his action for leave to deliver interrogatories for the examination of the defendant, his object being to obtain admissions from the defendant to establish the plaintiff's case for a rectification of the lease. On behalf of the defendant it was urged that, the lands in question being in Ireland, and an injunction having been granted there against the English plaintiff, the court should not exercise jurisdiction, and that, at any rate, the question of law as to the construction of the agreement between the parties ought to be determined in the first instance. Pearson, J., refused the application, and said that he should direct that no further proceedings should be taken in the English action to add to the expense of litigation until there had been a formal decision in the Irish action. This could do no harm to the plaintiff, because he would have a right of appeal from the decision of the Irish Court to the House of Lords. The COURT OF APPEAL held that the proceedings in Ireland afforded no sufficient ground for not exercising the jurisdiction in the English action, and that leave ought to be given to deliver the interrogatories. The relief sought in the two actions was not identical, the claim for rectification of the lease being made only in the

English action, and the interrogatories were directed to that relief. The two issues in that action would be tried together in the ordinary way.—Solicitors, *Roopers & Whately*; *Parkin, Pugden, & Woodhouse.*

R. S. C., 1883, ord. 36, rr. 52, 55; ord. 39, r. 1, 4—Referee—Application to set aside Report—Within what Time and how made—Judicature Act, 1873, ss. 56—58.—In a case of *Bedborough* v. *Army and Navy Hotel Company*, before Kay, J., on the 27th inst., a question arose as to the proper method of impeaching the report of a referee, before whom the questions of fact in the action had been tried under section 57 of the Judicature Act. The referee had made his report in October, 1882, which was not taken up until a year later, in October, 1883. The plaintiff now moved for judgment accordingly, and the defendant, being dissatisfied with the report, moved to set it aside and remit the action to the referee. The plaintiff took the preliminary objection that the report of the referee, on a question of fact, being, by section 58 of the Judicature Act, made equivalent to the verdict of a jury, the motion was within ord. 39, r. 1, and, not having been made within eight days from the date of the report, was out of time, under rule 4. It was contended that, inasmuch as the case of varying a report made under the 56th section of the Judicature Act was provided for by ord. 36, rr. 54, 55, and that a report under the 57th section was not mentioned, it followed that it must have been intended to make the latter subject to the provisions of order 39, as equivalent to a verdict of a jury, in which case the application would have to be made either to the Court of Appeal, or to a divisional court in the Queen's Bench Division, according as the referee be considered as in the position of a jury, or of a judge without a jury, in both which cases the motion was out of time. Kay, J., however, held that the motion was in time. His lordship agreed that the referee's report in this case clearly fell under section 57 of the Judicature Act, and, therefore, by the latter part of section 58, was made equivalent to the verdict of a jury; and by ord. 39, r. 1, of the Rules of 1875, where a case had been tried by a jury, application for a new trial had to be made within eight days. In this state of things a question arose in *Dyke* v. *Cannell* (31 W. R. 747, L. R. 11 Q. B. D. 180) whether a motion to set aside the findings of a report after eight days had expired was out of time, and all the judges agreed that under ord. 36, r. 34, of the then rules the motion was right; Cave, J., in particular, holding that, although on cursory reading of that rule it might seem to refer only to a cause being remitted to a referee at the initiative of the court itself, it did not exclude a party dissatisfied from impeaching the report by motion at any time before it has been confirmed by judgment. Then came the Rules of 1883—the framers of which must be considered to have had the above decision present to their minds—in which, by ord. 36, r. 52, the previous rule 34 of that order is re-enacted in precisely the same words. Had it not been for this, it might have been contended that, as rules 52—55 of order 36 dealt with the mode of appeal from reports of referees under section 56 of the Judicature Act, and omitted to deal with those under section 57, it must have been intended to treat the latter as equivalent for all purposes to the verdict of a jury, and, therefore, as subject to the rules as to appeals of ord. 39, rr. 1, 4. But against this must be set this strange result, that a rule which makes an appeal from a judge lie to the Court of Appeal, for the obvious reason that the questions of fact and of law have already been the subject of decision by a judge of the High Court, would apply equally to the report of a referee which has never been before a judge at all. On the whole, therefore, the practice as laid down in *Dyke* v. *Cannell* must prevail, and the objection must be overruled.—Solicitors, *Edward Smith & Co.*; *Barnard & Co.*

R. S. C., 1883, ord. 55, r. 3—Administration—Application to set aside Release—Summons.—In a case of *Re Garnett, Gandy* v. *Macaulay*, before Bacon, V.C., on the 22nd ult., a question arose whether the validity of a release given in 1859 could be impeached upon a summons under ord. 55, r. 3. The release had been given by two ladies, in respect of their interests under their uncle's will, and they now alleged that they had had no independent advice, and had executed the release in ignorance of the real extent of their interests. The summons asked for administration of the uncle's estate, and that the question might be determined whether the release was binding, and to what extent. It was admitted that administration was not wanted if the release was good. Bacon, V.C., said that the intention of the rule was to prevent litigation where it was not absolutely necessary, and that the question of the validity of the release could be decided on the summons.—Solicitors, *Johnston, Harrison, & Powell*, for *Little & Lamonby*, Penrith; *Richard Smith & Wilmer.*

JUDGES' CHAMBERS.*

Queen's Bench Division.

(Before Field, J.)

Feb. 20.—*Turn and another* v. *The Commercial Banking Company of Sydney.*

Stay of vexatious action—Executors suing before probate—Ord. 25, r. 4.

An action brought by executors before they have obtained probate will not be stayed as vexatious.

This was a summons by the defendants, on appeal from the refusal of Master Kaye, to order that all further proceedings in the action should be stayed, on the grounds that the same were frivolous and vexatious, and an abuse of the process of the court.

The action was brought by the plaintiffs, as the executors of Louisa Seely, for the return of a bill of exchange for £220, or its value, and £50 damages for its detention, against the defendants, as the acceptors of the bill. Before the bill became due Louisa Seely, who had paid it in to the defendant bank, died. After the bill became due the plaintiffs' solicitors demanded that it should be delivered up to them by the defendants. The defendants refused to deliver up the bill, on the ground that the plaintiffs had not obtained probate of the will; but they placed the proceeds of the bill to the credit of the executors of Louisa Seely in their books. The writ in this action was then issued.

C. Ellis, for the defendants.—The plaintiffs are not entitled to demand the return of this bill until they have obtained probate; and they have not yet done so. The defendants only desire to protect themselves, and are willing to hand over the bill or its proceeds as soon as the plaintiffs have obtained probate. They cannot obtain judgment in this action before they have done so. The action is consequently quite useless, and is an abuse of the process of the court. *Webb* v. *Adkins* (14 C. B. 401) is a direct authority in support of this application.

Mattinson, for the plaintiffs.

Field, J.—Before the Common Law Procedure Act, 1852, whenever a party claimed by virtue of a deed, he must have made *profert* of it, and the opposite party was entitled to demand oyer. But that has all gone now. If the plaintiffs are not entitled to maintain this action without first taking out probate, they will fail in the action; but I cannot say that this action is shown to be frivolous or vexatious. If they take out probate before the trial, and that entitles them to succeed, the judge has now a discretion as to the costs.

No order.

Solicitors for the plaintiffs, *Singleton & Tattershall.*

Solicitors for the defendants, *Donnithorne & Ewer.*

Feb. 21.—*Munday* v. *Pigott.*

Mayor's Court of London—Removal of judgment to High Court—20 & 21 Vict. c. 157, ss. 48, 52.

This was an *ex parte* application by the plaintiff on appeal from the refusal of Master Jenkins to order the removal of the judgment in the action from the Mayor's Court of London to the High Court.

The question raised was whether it was necessary, in order to remove the judgment, to take out and seal a writ of execution at a cost of five shillings, it being stated on behalf of the applicant that there was nothing on which he could enforce his judgment by ordinary execution, and that the writ would consequently be useless.

The question turned on the construction of the Mayor's Court of London Procedure Act, 1857, ss. 48, 52.

Field, J.—I think that Master Jenkins' construction is correct, and that under these sections the removal can only be effected by sealing a writ of execution.

No order.

Solicitors for the plaintiff, *C. C. Ellis*; *Munday & Co.*

Feb. 22.—*Oppenheimer & Co.* v. *Davenport & Co.*

Costs—Recovery of less than £20 in action of contract—County Courts Act, 1867, s. 5—Ord. 65, r. 12.

This was an application by the plaintiffs for an order of the judge allowing them their costs of the action.

The action was brought to recover £10 6s. for goods sold and delivered.

The defendant paid the money into court; and the plaintiffs took it out in satisfaction of their claim. The plaintiffs' affidavit stated that at the time of bringing the action they were not aware that the defendants' firm consisted of only one person, and that in the county court it would have been necessary to serve all the partners; that there would have been three or four weeks' delay before the action could have been tried in the county court, and that where there was no defence the costs in the High Court were less than in the county court. The defendant's affidavit stated that on January 28 he received a letter from the plaintiffs requesting payment of their account, the plaintiffs' collector having called for payment on the 26th, and that on the 30th he was served with a writ in the action, claiming £10 6s. for debt and £3 8s. for costs; that on February 4 he called and offered to pay the debt, but declined to pay the costs, which offer was refused.

On behalf of the plaintiffs, *Evans* v. *Edwards ante*, p. 68, was relied on.

Field, J.—By 30 & 31 Vict. c. 142, s. 5, a plaintiff who recovers less than £20 in an action founded on contract is not entitled to any costs unless a judge shall allow them. By ord. 65, r. 12, in actions founded on contract, in which the plaintiff recovers less than £50, he is entitled to no more costs than if he had brought his action in a county court, unless the court or judge otherwise orders. That rule does not expressly refer to the section of the County Court Act; but the section is kept alive by the Judicature Act, and the rule is to be read as subject to it. A case decided by myself has been cited as if it were an authority that in all cases where less than £50 is recovered the plaintiff is entitled to county court costs. That is not the meaning of that case. As a general principle, actions where less than £20 is recovered are an exception to rule 12. In the case in question I said that where there was a fair and reasonable expectation of order 14 applying I was not prepared to say that the plaintiff should not have brought his action in the superior court. That means only that

* Reported by A. H. Bittleston, Esq., Barrister-at-Law.

such an expectation is one matter to be considered in allowing a plaintiff his costs. It does not mean that wherever order 14 would apply he is always to have his costs. It is an element to show that the conduct of the plaintiff has not been oppressive. That is always the question. If the plaintiff has done nothing oppressive in suing in the superior court, he ought to have his costs. What are the facts here? On the 26th of January the defendant was asked for payment of a debt of £10 6s., and on the 30th he was served with a writ, thirty-three per cent. being added to the debt for costs. The plaintiffs carry on business in the city, and the defendant in Holborn; and no suggestion is made against the solvency of the defendant. As to the difficulty of finding who the partners in the defendant's firm were and of serving them, if the plaintiffs had written and asked, they would in all probability have been told that the defendant was the only partner, and that his solicitor would accept service. As to the question of delay for a few weeks, that would not signify in a claim for £10. Upon the whole, I cannot in this case give the plaintiffs any costs, and I think that I should be really repealing the section of the County Court Act were I to do so.

Application refused, with £1 1s. costs.

Solicitors for the plaintiffs, *Emanuel & Simmonds.*

Solicitor for the defendant, *G. S. Warmington.*

Feb. 22.—*Eyre* v. *Moreing.*

Joinder of parties—Joint liability upon items in counter-claim of party not joined—Application by plaintiff to exclude items or join party—Ord. 16, r. 11.

This was an appeal from the refusal of Master Gordon to order that so much of the defendant's counter-claim as consisted of charges for work done for the plaintiff and one Lawson should be excluded, upon the ground that it could not be conveniently disposed of by way of counter-claim in the action; or, in the alternative, that the said Lawson should be joined as a co-defendant to the counter-claim, so far as the same related to the said items.

The action was brought for money lent, and for interest thereon. The defendant counter-claimed for money paid by him for the plaintiff, and for work and labour done by him as surveyor to the plaintiff. The defendant had been ordered to give particulars of his counter-claim; and from them it appeared that four items were charged for work done for the plaintiff and his former partner, Lawson, jointly.

Channell, for the plaintiff.—If this counter-claim is to stand, Lawson should be joined as a party to the action. The plaintiff should be put in the same position as regards the counter-claim as if it were a cross-action and he had pleaded in abatement to it. Ord. 16, r. 11, enables the judge to order that the names of any parties who ought to have been joined be added. That power is in place of the old plea in abatement. The judgments in *Kendal* v. *Hamilton* (28 W. R. 97, 48 L. J. C. P. 705) show that the principles upon which parties should be joined remain unaltered. If Lawson is not joined, then so much of the counter-claim as shall be proved to be a joint liability of Eyre and Lawson's should be excluded in this action.

Mansel Jones, for the defendant.—The defendant alleges that the plaintiff is liable on the whole of this counter-claim, and he cannot be compelled to join another person who is also liable on a part of it. It is submitted that there is no power to exclude the items in question from the defendant's claim.

Field, J.—I shall affirm the master's order. If Lawson is to be joined as a defendant to the counter-claim, it should be on the application of the defendant, not against his consent. I think there is no power to make either of the orders asked for.

Appeal dismissed; costs defendant's in any event.

Solicitors for the plaintiff, *G. L. P. Eyre & Co.*

Solicitors for the defendant, *Walker, Martineau, & Co.*

Feb. 23.—*Van der Kan and Deitizman* v. *Ashworth & Co; Regulateur Fabrik Germanie, Claimants.*

Service in Germany of interpleader summons—Ord. 67, r. 6.

This was an *ex parte* application by the defendants for leave to serve an interpleader summons in Germany upon the claimants.

In support of the application a recent unreported decision of a divisional court, allowing service out of the jurisdiction of an interpleader summons, was referred to.

Order; but service only to be effected in such manner as directed by the law of the domicile of the claimants.

Feb 25.—*Lucy* v. *Wood.*

Attachment of debts—Affidavit in support of garnishee order—Stating amount of debt—Ord. 45, r. 1.

This was an *ex parte* application by a judgment creditor for a garnishee order *nisi*, under ord. 45, r. 1. The master had declined to make the order on the ground that the affidavit in support of the application did not disclose the amounts due from the several persons indebted to the judgment debtor in respect of whose debts the order was applied for. The affidavit followed Form No. 25, in Appendix B., but omitted the last words in paragraph 3 of that form—"in the sum of £ or thereabouts."

Field, J.—The order may go. There is nothing whatever in the language of the rule in question to make any such allegation necessary; and, inasmuch as the judgment creditor must rely on any information that he can get from the judgment debtor, it would be an absolute denial of justice if he could not get this order without swearing to the amount of the debt. It was suggested that he could not, having regard to the practice founded upon the now repealed section 28 of the Common Law Procedure Act, 1860, which provided that the judge might, in his discretion, refuse to interfere where, from the smallness of the amount of the debt sought to be attached, the remedy sought would be worthless or vexatious; and it was said to be, consequently, consistent with an affidavit which did not disclose the amount of the debt sought to be attached, that the application was vexatious. But the plain answer to that is, that the relief in question may be given upon the garnishee showing cause against the order; and if the application should turn out to have been vexatious, the judgment creditor would have to pay all the costs of it. It cannot be right that a man who has obtained a judgment for £1,000 should be unable to obtain a garnishee order, unless he can swear to the amount due from the garnishee to the judgment debtor, of which he can have no knowledge.

Order.

Solicitors for the judgment creditor, *C. C. Ellis, Munday, & Co.*, for *W. Lambert, Great Malvern.*

BANKRUPTCY CASES.

QUEEN'S BENCH DIVISION.

In Bankruptcy.*

(Before Cave, J.)

Feb. 18.—*In re Windas and Dunesmore, Ex parte Hough.*

Pending business—Writ of *elegit*—Sections 45, 145, and 169 of the Bankruptcy Act, 1883.

A writ of *elegit* was issued at the suit of one Hough, a judgment creditor for £2,300, against the goods of the debtor Windas, on the 20th of December, 1883. The sheriff took possession on the 22nd of December, but no delivery was made to the creditor. On the 31st of January last the debtor Windas was adjudicated a bankrupt, and on the same day Mr. Registrar Pepys, with the express intention of bringing the matter before the Bankruptcy Judge for his consideration, made an order restraining the sheriff from further proceedings under the said writ of *elegit*.

Douglas Walker, for the appellant, relied upon the judgment of the Court of Appeal in *Hough* v. *Windas* as substantially concluding the matter. He cited *Ex parte Abbott, Re Gourlay* (29 W. R. 143, L. R. 15 Ch. D. 447), and *Ex parte Vale, Re Bannister* (29 W. R. 855, L. R. 19 Ch. D. 137), to show what the rights of the creditor would have been under the Act of 1869, and argued that, by section 169 of the present Act, those rights were retained.

H. T. Reed, for the official receiver.—The case is not concluded by the decision in *Hough* v. *Windas*, because the act of bankruptcy has occurred subsequently to that decision. The order of adjudication was made upon the 31st of January, and until the appointment of a trustee the property vests in the official receiver. In cases of *elegit* section 45 may be read, "or by that delivery which is equivalent to a sale." The seizure was on the 22nd of December, and there never has been any delivery.

Walker, in reply.

Cur. adv. vult.

Feb. 25.—Cave, J. (after reviewing the facts of the case).—The Court of Appeal has decided in *Ex parte Abbott, Re Gourlay*, and in *Ex parte Vale, Re Bannister*, that, according to the law as it stood in 1883, the creditor under similar circumstances acquired a specific interest in the goods on the seizure and before delivery, which an act of bankruptcy intervening between the seizure and delivery did not defeat. The Court of Appeal has also decided in *Hough* v. *Windas* that, where the goods of a debtor have been seized under a writ of *elegit*, but not delivered before the 1st of January, 1884, the creditor is not deprived, by section 146 of the new Bankruptcy Act, of the right, which he had acquired before that Act came into operation, of having the goods delivered to him. The question in this case is whether an act of bankruptcy intervening between seizure and delivery has affected the position of the creditor. Mr. Reed relied upon section 45 of the new Act, which provides that where a creditor has issued execution against the goods or lands of a debtor he shall not retain the benefit of the execution against the trustee unless it shall have been completed before, amongst other things, the date of the receiving order. He also argued that, for the purposes of this Act, an execution against goods is completed by seizure and sale. I am of opinion that this section does not apply to writs of *elegit* against goods, which are abolished by section 146. The case is concluded by previous decisions of the Court of Appeal. *Ex parte Vale* decides that the creditor, under similar circumstances, would have been entitled under the old Act to delivery of the goods, and *Hough* v. *Windas* decides that in the case of *elegits* served before the 1st of January, 1884, this right is retained for the time by section 169. The rights of a creditor under such a writ of *elegit* are intended to be dealt with, not by the permanent provisions of the 45th section, but by the temporary provisions of section 169. My judgment, therefore, must be in favour of the execution creditor with costs out of the estate.

Solicitors for the appellant, *Lyne & Holman.*

Solicitor for the official receiver, *W. Aldridge.*

Reported by J. E. Vincent, Esq., Barrister-at-Law.

(Before CAVE, J., in chambers.)

Feb. 23.—*Gounger & Gounger* v. *Argent.*

Application for order of commitment—Conditional order refused.

C. W. Francis (solicitor).—An order having been made in March last for the payment of a sum due from Argent to Gounger, no instalments have been paid. Terms have been offered to the debtor, and I ask your lordship to make an order of commitment unless he shall accede to those terms, which are reasonable, and fulfil them. There is an affidavit of service.

The debtor was not represented.

CAVE, J.—I cannot give a conditional order. You may take an order not to be drawn up for a fortnight, and not to be drawn up at all if the debtor accedes to your terms. Notice to be given to the debtor forthwith; liberty to apply.

CASES OF THE WEEK.

BANKRUPTCY PETITION—RECEIVING ORDER—ACT OF BANKRUPTCY COMMITTED BEFORE 1ST OF JANUARY, 1884—PENDING LIQUIDATION PROCEEDINGS—SAVING CLAUSE—RIGHTS AND LIABILITIES—BANKRUPTCY ACT, 1883, ss. 4, 5, 169.—In a case of *Ex parte Pratt*, before the Court of Appeal on the 22nd ult., some questions of importance arose with reference to the operation of the Bankruptcy Act, 1883—viz., (1) whether when a debtor has committed an act of bankruptcy under the Act of 1869, but no proceedings in bankruptcy had been taken against him before the Act of 1883 came into operation—*i.e.*, before the 1st of January, 1884—proceedings in bankruptcy under that Act can be taken against him in respect of that act of bankruptcy; and (2) whether, if liquidation proceedings by a debtor were pending on the 1st of January, 1884, but those proceedings afterwards came to an end, owing to the failure of the creditors to pass any resolution, proceedings in bankruptcy against the debtor, founded on the act of bankruptcy committed by filing the liquidation petition, must be taken under the Act of 1869, or whether they can be taken under the Act of 1883. Section 4 of the Act of 1883 provides that "a debtor *commits* an act of bankruptcy in each of the cases" therein mentioned. By section 5, "Subject to the conditions hereinafter specified, if a debtor commits an act of bankruptcy, the court may, on a bankruptcy petition being presented, either by a creditor or by the debtor, make an order, in this Act called a receiving order, for the protection of the estate." And, by section 169—"(1) The enactments described in the 5th schedule are hereby repealed as from the commencement of this Act to the extent mentioned in that schedule. (2) The repeal effected by this Act shall not affect—(*a.*) anything done or suffered before the commencement of this Act under any enactment repealed by this Act; nor (*b.*) any right or privilege acquired, or duty imposed, or liability or disqualification incurred under any enactment so repealed. (3) Notwithstanding the repeal effected by this Act, the proceedings under any bankruptcy petition, liquidation by arrangement, or composition with creditors under the Bankruptcy Act, 1869, pending at the commencement of this Act shall, except so far as any provision of this Act is expressly applied to pending proceedings, continue, and all the provisions of the Bankruptcy Act, 1869, shall, except as aforesaid, apply thereto as if this Act had not passed." Among the enactments mentioned in the 5th schedule is the Bankruptcy Act, 1869. In the present case, the debtor filed a liquidation petition on the 30th of November last, and thereby committed an act of bankruptcy under the Act of 1869. The first meeting of the creditors was held and was adjourned to the 2nd of January, 1883. On that day the creditors met and separated without passing any resolution, and the proceedings thus came to end. On the 3rd of January, a creditor presented a bankruptcy petition under the Act of 1883, founded on the act of bankruptcy committed by the filing of the liquidation petition, and applied to the Birmingham County Court for a receiving order under section 5. The judge, Mr. Motteram, Q.C., made the order, though he had some doubt as to his power. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said it was conceded that the conditions referred to in section 5 did not expressly provide that the act of bankruptcy must have been committed after the Act of 1883 came into operation. But the argument was based on the words "commits an act of bankruptcy." His lordship was rather struck with the difference between the frame of sections 4 and 5 of the Act of 1884, and that of section 6 of the Act of 1869. Section 6 provided that a creditor might petition that the debtor be adjudged a bankrupt, alleging as the ground of adjudication, "by one or more of the following acts or defaults," called "acts of bankruptcy." The right to obtain an adjudication arose only on showing that one of the acts or defaults specified had been committed by the debtor. The Act of 1883 proceeded on a different footing, and no doubt the acts of bankruptcy mentioned in it could only be committed after the Act came into operation. But, if section 5 was intended to have the effect contended for, one would have expected it to be framed like section 6 of the Act of 1869. Section 5, however, said, "if a debtor commits an act of bankruptcy," not "one of the acts of bankruptcy mentioned in this Act." It applied to all things which were by legislative enactment made acts of bankruptcy, whether by the Act of 1883 or before it came into operation. The word "commits" could not be relied on as showing that section 5 applied only to acts of bankruptcy committed after the Act came into operation. His lordship was of opinion that it meant, if the debtor had committed an act of bankruptcy at the time when the petition was presented, whether by virtue of the Act of 1883 or by virtue of legislative enactment before it came into operation. As to the other point, his lordship was of opinion that the right of a creditor to present a petition, and the liability of the debtor to be made a bankrupt under the Act of 1869, was not such a right or liability as was preserved by sub-section 1 (*b.*) of section 169. A number of Acts which had given certain rights to creditors, such as the right to take the goods of a debtor under an *elegit*, were repealed by the Act of 1883, and his lordship was of opinion that section 169 was meant to preserve rights and liabilities of that nature. And as to sub-section 3 of section 169, his lordship thought that the right construction was that there were pending liquidation proceedings in this case when the Act came into operation. Those proceedings might have continued, or the court might have substituted bankruptcy proceedings for them under sub-section 12 of section 125 of the Act of 1869. But, under that Act, if the liquidation proceedings had fallen through, any creditor could have presented an independent bankruptcy petition of his own, and why was the creditor to be deprived of that right because the liquidation proceedings were pending when the Act came into operation? His lordship thought that the creditor was not deprived of that right. The objections could not, therefore, prevail. BOWEN, L.J., was also of opinion that a receiving order could be made, not only in respect of an act of bankruptcy committed after the Act of 1883 came into operation, but also in respect of an act committed before it came into operation. If this were not so, there would be some acts of bankruptcy which could not be made the ground of an adjudication or a receiving order. This would cause great inconvenience. The effect would be to pass a sponge over some acts of bankruptcy, simply because no proceedings had been taken upon them before the new Act came into operation, while at the same time that Act kept alive pending proceedings. This great incongruity added probability to the conclusion derived from the language of the Act. His lordship thought that the more the Act was studied, the more it would be found that it was framed in a very peculiar way. He did not mean to say it was inartistic. It was framed on the idea that a code was being made for bankruptcy, and when the present tense was used, it was used not with reference to time, but as the present tense of logic. As to the other point, also, his lordship agreed with Cotton, L.J. FRY, L.J., said that on the coming into operation of the new Act two classes of cases required to be provided for—cases where proceedings in bankruptcy had been commenced before the Act came into operation, and cases in which acts of bankruptcy had been committed, but no proceedings had been taken before that date. The first class was dealt with by section 169; the second fell within section 5. Section 4 declared what were acts of bankruptcy, but there were no negative words providing that these acts, and these alone, should be the subject of bankruptcy proceedings.—SOLICITORS, *Sargent & Son*, Birmingham; *Joseph Fallows.*

ACT OF BANKRUPTCY—BANKRUPTCY NOTICE—"FINAL JUDGMENT"—GARNISHEE ORDER ABSOLUTE—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (*g.*).—In a case of *Ex parte Chinery*, before the Court of Appeal on the 22nd ult., the question arose whether a garnishee order absolute is a "final judgment" against the garnishee within the meaning of sub-section 1 (*g.*) of section 4 of the Bankruptcy Act, 1883. Section 4 provides that a debtor commits an act of bankruptcy (*inter alia*)—sub-section 1 (*g.*)—"If a creditor has obtained a final judgment against him for any amount, and execution thereon not having been stayed, has served on him a bankruptcy notice," with which the debtor has failed to comply within the time limited after service. Mr. Registrar Murray held that such an order was a "final judgment," and made a receiving order against the garnishee. The Court (COTTON, BOWEN, and FRY, L.JJ.) held that the words "final judgment" must be construed in their strict technical sense, as meaning a judgment in an action which established a liability previously existing of a debtor to a creditor. A garnishee order absolute did not establish any previously existing liability of the garnishee to the judgment creditor who obtained the order; it attached the debt due from the garnishee to the judgment debtor to satisfy the debt which had been established in the action to be due from the latter to the judgment creditor. COTTON, L.J., said that when the Legislature defined an act of bankruptcy the court ought not to give to the words a meaning which was not the proper and natural one, unless they were satisfied that the Legislature intended it. BOWEN, L.J., said that the words should be construed as if they were defining a misdemeanor, because they imposed penalties on the debtor.—SOLICITORS, *Benn Davis; Thomas Ingle.*

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—MISDESCRIPTION—COMPENSATION—REVERSION.—In a case of *In re The Deptford Creek Bridge Company and Bevan*, before the Court of Appeal on the 21st ult., the question arose whether a vendor was entitled to the specific performance of a contract, giving compensation to the purchaser on account of a mis-statement of the value of the property. In November, 1880, B. entered into a contract, at a sale by public auction, for the purchase from the company of property abutting on Deptford Creek, which was described in the particulars of sale as "valuable freehold waterside premises, comprising an excellent wharf, with frontage to the creek of about sixty feet, now in the occupation of Messrs. Lee & Sons, engineers; let on lease for a term, expiring at Midsummer, 1914, at a ground-rent of £10 per annum, and at the expiration of the lease the purchaser will be entitled to the reversion to the rack-rental value, estimated at £100 per annum." It turned out on investigation that the frontage to the creek was forty-nine and three-quarter feet only. The purchaser declined to complete on the ground of material and substantial misdescription, which was not a subject for allowance or compensation within the conditions of sale. The conditions of sale provided that in the case of errors or mis-statements

discoverable by mere inspection of the premises, the purchaser should not be entitled to any compensation; but in the case of any error or mis-statement not so discoverable, such error or mis-statement should not annul the sale, but a proportionate allowance or compensation should be made to the party prejudicially affected thereby. It appeared that 60 feet was the length of an ordinary barge, so that barges, except of less than the usual length, could not be brought alongside the creek frontage for the purpose of loading or unloading. Chitty, J., held that, the difference between the actual and the advertised frontage being more than one-tenth of the whole, while barges were usually 60 feet in length, it was a material misdescription, and that, by reason of it, the purchaser could not be compelled specifically to perform the agreement, with compensation. His lordship was also of opinion that the fact that what was advertised for sale was a mere reversion, with no present right of occupation, made no difference, and that the provision in the conditions of sale as to errors, &c., "discoverable by mere inspection," did not apply to questions of measurement. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the rule was that when the misdescription was such as to amount to a material difference in the purposes for which the property bought was to be used, it was not a question of compensation, but a case in which specific performance ought to be refused. The wharf, which was described as having a frontage to the creek of about 60 feet, had a frontage of something more than 49 feet only, so that ordinary barges, which were usually 60 feet in length, could not be loaded alongside, but could only be loaded at the bow or stern, or by being allowed to overlap the neighbours' land. This would be a most inconvenient state of things, and would necessitate the wharf being used for smaller-sized barges, so as very materially to affect and alter the purposes for which the property had been purchased. It was said that this was the purchase of a reversionvonly, as a mere investment, and that the purchaser could not expect to occupy or use the land himself until after the expiration of thirty years, and that the misdescription was therefore not material. But this, in his lordship's opinion, was fallacious. The frontage to the creek was the most material element of the property, and this misdescription, inasmuch as it affected the nature of the thing purchased, affected the business character of the property, whether for immediate occupation or for purposes of investment. It was not necessary to decide the question, but he certainly did not take the view that the compensation clause would apply to a case where the error or mis-statement materially affected the character of the thing purchased. The question was whether it was reasonable to compel a purchaser who bought in reliance on the statements contained in the particulars, to take property which, though by an innocent error, was so inaccurately described that the misdescription substantially affected the value and nature of the property. In his opinion it would be most unreasonable. BOWEN, L.J., was of the same opinion. FRY, L.J., said that the law was accurately expressed by Tindal, C.J., in *Flight* v. *Booth* (1 Bing. N. C. 377), that where there is in a contract a misdescription in a material and substantial point, so far affecting the subject-matter of the contract as that it may be reasonably supposed that, but for such misdescription, the purchaser might never have entered into the contract at all, in such a case the contract is avoided altogether, and the purchaser is not bound to resort to the clause of compensation. The misdescription in the present case fell within this rule, and did not come within the condition as to compensation.—SOLICITORS, *Wilkinson, Drew, & Co.; Druces & Attlee.*

CONVERSION—TENANT FOR LIFE AND REMAINDERMEN—WASTING PROPERTY—CARRYING ON TESTATOR'S BUSINESS—RIGHT TO PROFITS IN SPECIE.—In a case of *Chancellor* v. *Brown*, before the Court of Appeal on the 21st ult., the question arose whether the tenant for life, under a will, was entitled to receive, *in specie*, the profits derived by the executors from carrying on the business of the testator after his death, or whether she was entitled only to interest at four per cent. upon the amount of the profits treated as capital. The testator devised and bequeathed all his real and personal estate to trustees, upon trust to sell and convert the same into money, and to invest the net residue thereof, and to pay the income to his wife for her life, and after her death to hold the fund upon certain trusts for the benefit of his children. And he authorized his trustees to postpone the sale and conversion of his real and personal estate, or any part thereof, for so long as they might think fit, and directed that the rents, profits, and income to accrue from and after his death of and from such part of his real and personal estate as should for the time being remain unsold and unconverted should, after payment thereout of all incidental expenses and outgoings, be paid or applied to the person or persons and in the manner to whom and in which the income of the moneys produced by such sale and conversion would, for the time being, be payable or applicable under his will if such sale or conversion had been actually made. There was no express direction in the will to carry on the business. The testator's estate consisted mainly of his business and the freehold premises on which it was carried on. The executors carried on the business for nearly two years after the testator's death, and derived a profit from so doing, and they then sold the business as a going concern. The action was brought for the administration of the estate, and the question arose whether the widow, as tenant for life, was entitled to receive, *in specie*, the net profits arising from the carrying on of the business by the executors, or whether those profits were to be treated as capital, according to the rule laid down in *Howe* v. *Lord Dartmouth* (7 Ves. 137). CHITTY, J., held that the profits were to be treated as capital, and that the widow was entitled only to interest on the amount at the rate of four per cent. per annum. An opinion to the same effect had been intimated by Jessel, M.R., when the action was before him in chambers. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision and held that the widow was entitled to the profits of the business *in specie*. They held that there was an implied power to the executors to carry on the business, and that the tenant for life was to have the benefit of it.—SOLICITORS, *W. H. Withall & Co.; Courtenay & Croome.*

COMPANY—VOLUNTARY WINDING UP—SPECIAL RESOLUTION—APPOINTMENT OF LIQUIDATOR—COMPANIES ACT, 1862, ss. 129, 133, 141, 149.—In a case of *In re The Indian Zeodone Company*, on the 19th ult., the Court of Appeal (Lord SELBORNE, C., and COTTON, L.J.) held that, when a company resolves on a voluntary winding up by means of a special resolution, the appointment of a liquidator cannot be effectually made by the resolution passed at the first of the two meetings of the shareholders, unless it is confirmed at the second meeting, because, until the resolution to wind up is confirmed, there is no winding up in existence, and a liquidator cannot be effectually appointed until a resolution to wind up has been effectually passed. In this particular case, there being a doubt whether the appointment of a liquidator, made at the first meeting, had been duly confirmed at the second meeting, the Court made an order confirming the appointment, there being no other objection raised to the appointment.—SOLICITORS, *Vallance & Co.; Clarke, Woodcock, & Ryland; F. Heritage & Co.*

WILLS—PROVISION AGAINST LAPSE—SUBSTITUTION OF PERSONAL REPRESENTATIVES.—In the case of *In re Clay, deceased, Clay* v. *Clay*, before Chitty, J., on the 27th inst., the question arose as to the construction to be put upon a provision against lapse contained in a will. The testator, R. Clay, who died in 1881, by his will made in 1876 gave certain property to be held by his executor upon trust for W. Clay, and in case of his death in the testator's lifetime, then the testator desired that the bequest to W. Clay should not lapse, but should go to and become the property of W. Clay's respective executors or administrators. W. Clay predeceased the testator, leaving four children, and by his will, after appointing executors, gave his residuary estate to his other two children in equal shares. *Palin* v. *Hills* (1 M. & K. 470), was relied upon as an authority to the effect that the gift passed to W. Clay's personal representatives, to be by them distributed amongst his next of kin under the Statutes of Distribution. It was contended that *Palin* v. *Hills*, which was decided in 1831 by Lord Chancellor Brougham, had never been overruled. CHITTY, J., said that, apart from the particular authority cited, the current of decisions during many years had been that a gift to the executors and administrators of a deceased person meant that the executors, if there should be a will, or the administrators, if there should be no will, should take the gift as part of the estate which they represented. The present case was not distinguishable from *Long* v. *Watkinson* (17 Beav. 471), in which Romilly, M.R., was pressed with *Palin* v. *Hills*, but said that case could not be said to be reconciled with subsequent cases. Both the present Lord Chancellor and James, L.J., had expressed their approval of *Long* v. *Watkinson* in the case of *Webb* v. *Sadler* (L. R. 8 Ch. 419). It was also to be observed that *Long* v. *Watkinson*, which was argued by able counsel, was never taken to the Court of Appeal. It was said that it was very unlikely that a testator should desire his gifts to possibly pass to the creditors of the deceased legatee, but that he would rather intend to benefit the relations of the deceased. A similar objection could be taken against the interpretation put upon the 33rd section of the Wills Act, which the Legislature no doubt had intended for the benefit of the children of a deceased child, but which, however, had been construed as passing the gifts which would have otherwise lapsed, so as to make them form part of the deceased's estate. He must, therefore, decide that the gift to the executors or administrators was not distributable amongst the next of kin, but passed to the executors as part of their testator's estate.—SOLICITORS, *J. R. Tindale; J. H. Taylor.*

SETTLED ESTATE — PETITION FOR CONFIRMATION OF SALE — CONSENT OF MARRIED WOMAN—SETTLED ESTATES ACT, 1877, s. 50—MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 1, 2.—In a case of *Riddell* v. *Errington*, before Pearson, J., on the 25th ult., a question arose as to the necessity for an examination of a married woman with regard to her consent to an application under the Settled Estates Act, 1877. The petition was presented to obtain the confirmation by the court of some provisional contracts which had been entered into for the sale of parts of a settled estate. A married woman, who was entitled to a jointure charged on the estate, consented to the prayer of the petition. She was a widow at the time when the petition was presented, but had married again before it came on for hearing. On the drawing up of the order the question arose whether she ought to be examined as to her consent. Section 50 of the Settled Estates Act, 1877, provides that "where a married woman shall apply to the court, or consent to an application to the court, under this Act, she shall first be examined, apart from her husband, touching her knowledge of the nature and effect of the application, and it shall be ascertained that she freely desires to make or consent to such application." Section 1 of the Married Women's Property Act, 1882, provides that "a married woman shall, in accordance with the provisions of this Act, be capable of acquiring, holding, and disposing, by will or otherwise, of any real or personal property as her separate property, as if she were a *feme sole*, without the intervention of any trustees." And by section 2, "Every woman who marries after the commencement of this Act shall be entitled to have and to hold as her separate property, and to dispose of in manner aforesaid, all real and personal property which shall belong to her at the time of marriage, or shall be acquired by or devolve upon her after marriage." PEARSON, J., held that, having regard to the provisions of the Married Women's Property Act, it was not necessary that the married woman should be examined.—SOLICITORS, *Flux & Leadbitter.*

SOLICITORS' CASES.

High Court of Justice.

(Sittings *in Banc*, before Denman, Manisty, and Watkin Williams, JJ.)

Feb. 26.—*In the Matter of Charles Offerton Stephenson, a Solicitor.*

This was an application on the part of the Incorporated Law Society to strike off the rolls the name of Charles Offerton Stephenson, a solicitor. It appeared from the affidavits filed on behalf of the Law Society that, in September, 1879, a gentleman named Tribe died, having, by his will, appointed Mr. Stephenson trustee and executor, with Mrs. Tribe and another, the will giving the solicitor power to receive payment from the estate for acting as executor and trustee, and to retain the amount of his bill of costs out of any sum he might receive on behalf of the estate. The three executors proved the will and opened a banking account, but it seems that payments were not regularly made to this account, Mr. Stephenson being allowed by his co-trustees to pay moneys into his private account. In May, 1881, Mr. Stephenson received a sum of £355 on behalf of the estate. This sum he did not account for, but paid in to his own bankers, and did not transfer it to the trust account. In consequence of this, in October, 1881, an administration action was brought against him on behalf of the beneficiaries under the will asking for an account, and this account being ordered, but not filed, Mr. Stephenson was, in April, 1882, committed to Maidstone Gaol, and confined there till the following July, when, upon the filing an account, he was released. This account admitted a balance of £219 as due from the solicitor to the estate, but he claimed to deduct from this sum £120 for his costs. Upon this being filed, an order was made in the chancery action ordering Mr. Stephenson to make payment, and, in default of this, he was, on the 6th of September, again committed to gaol, where, being unable to make the payment, he was detained for twelve months, and, at the expiration of that time, released; no payment was, however, made by him, and the chief clerk's account found that the sum due from him was over £400.

Wills, Q.C. (with whom was *Garth*), appeared on behalf of the Incorporated Law Society.

Petheram, Q.C., on behalf of the solicitor, asked the court to take into consideration the fact that he had already twice been imprisoned for defaults in this matter, a circumstance which in itself prevented his repaying the money, as he might otherwise have been enabled to do; he also pointed out that Mr. Stephenson had received this money with the knowledge of his co-trustee, and that he stated he had a large claim for costs against the estate.

The Court, after consulting together, decided that Mr. Stephenson's name must be struck off the rolls.

Denman, J., said that the court had carefully considered if there were any circumstances in the case which could enable them to allow the solicitor's name to remain on the rolls, but had found none. It was, his lordship said, most important that the court should take no step which might be supposed to lighten the responsibilities of persons who were so much trusted by people who were really helpless, and thought they were dealing with honest solicitors. If a clear case of dishonesty were made out, the court would put its stamp on it as a matter which should disqualify the person guilty from acting as a solicitor. The present, his lordship said, was a very bad case. The solicitor had been intrusted by a testator to act as executor, with power as such to deduct from moneys received the amount of his charges, a circumstance which only entailed upon him greater care and strictness, both in keeping his accounts and in dealing with moneys. He had admitted that he had kept no accounts, and it was quite clear that the sum received by him in May, 1881, had been spent by him, and that for years he had taken no step to return it, and so bad was his conduct that he had twice been imprisoned in this very matter. Under these circumstances, the court would be neglecting their duty if they did not strike the solicitor off the rolls. The only alternative would be to suspend him for a long period, a course which was neither for the advantage of the solicitor nor of the public; where a clear case of grave misconduct such as this had been made out, it would be wrong to take half measures, and to allow a man after some years to return to the profession crippled in means by his suspension, and, therefore, less able or likely to make a fresh start.

Manisty and Watkin Williams, J., concurred.—*Times.*

(Before Pollock, B., and Hawkins, J.)

Feb. 15.—*In the Matter of T. V. Favell, a Solicitor.*

This was an application on the part of the Incorporated Law Society to strike a solicitor named Thomas Vickers Favell, of Rotherham, off the roll. The ground of the application was that he had received a large sum of money from a client which he had not repaid to him. It appeared from the affidavits, and also from a letter of the solicitor (who did not appear) in answer to the usual notice from the secretary of the society of the charges made against him, that he had been in the profession since 1850, and that for many years he had been concerned for a retired tradesman named Shirt, and had invested sums of money from him. At the end of 1881 there were negotiations as to the investment of £2,200 for Shirt on mortgage, and on the 5th of January, 1882, the solicitor received that sum, and gave his client, Shirt, a receipt for it. Something occurred to prevent the mortgage transaction from taking effect, but the solicitor paid over two sums of £600 and £400, making up £1,000, still leaving £1,200, which he was not then in a position to pay, and for which he gave a receipt for payment on the 15th of July, 1882. He was then, however, not in a position to pay, and the solicitor of his client threatening to proceed against him, and he having other creditors, he presented a petition for liquidation (the proposal being for a payment of 6d. in the pound), of which, however, the client had not taken advantage, but he had brought the matter before the Law Society, who addressed to the solicitor their usual application for explanation, in answer to which he had written a letter admitting the receipt of the money, and attributing his inability to pay to unforeseen pecuniary embarrassments, and declaring that if time had been allowed him he might have retrieved his position and paid his creditors in full, instead of which his property had been sold at a great loss and he had been ruined. He did not now appear either in person or by counsel.

Wills, Q.C. (with *Garth*), appeared for the Incorporated Law Society in support of the application.—It was, he said, a painful kind of case, but a plain and simple case of appropriation of a client's money, very likely in the hope that he might be able to replace it. The society could see no excuse for it, and felt that it would not be fair to others if they did not take this proceeding.

Pollock, B., said it was no doubt a painful case, and one which it was impossible to contemplate without very grave concern. The case was, unfortunately, of a class too frequent—the case of a solicitor having received a considerable sum of money from a client, as the court would suppose with the honest intention of applying it to the purpose for which it was received. But he having mingled it with his own money, and fallen into difficulties, became unable to repay it. That was the case, and, unfortunately, as he had already said, it was of a kind which had come before the court recently on several occasions, and the court had come to the conclusion that the sort of excuse set up could not be allowed to have any force when the nature of the relation between a solicitor and his client was considered. The case was one of a specific sum of money given to the solicitor for a specific purpose, and which, therefore, according to all proper business habits, ought to have been kept separate and specifically appropriated to the particular purpose for which it was received and not mixed up with the solicitor's own moneys, the result of which was that it was ultimately lost. Under these circumstances, with very great regret, but not with any doubt, the court had come to the conclusion that it was their duty to order the solicitor to be struck off the roll.

Hawkins, J., concurred.

Ordered accordingly.—*Times.*

OBITUARY.

MR. ABRAHAM HAYWARD, Q.C.

Mr. Abraham Hayward, Q.C., died at 8, St. James'-street, on the 2nd ult., in his eighty-second year. Mr. Hayward was the son of Mr. Joseph Hayward, of Lyme Regis, and was born in 1802. He was educated at Tiverton Grammar School, and after practising for several years as a special pleader, he was called to the bar at the Inner Temple in Trinity Term, 1832. He formerly practised on the Western Circuit, and in 1845 he received a silk gown from Lord Lyndhurst. Mr. Hayward was the founder, and was for several years the editor, of the *Law Magazine*, and he had for nearly forty years devoted himself entirely to literary work. He published the "Reminiscences of Mrs. Piozzi," and the "Diary of a Lady of Quality," and also a very successful translation of "Faust." He was one of the chief writers for the *Morning Chronicle*, when that journal was the organ of the Peelite party, and he was subsequently connected with the *Times*. He was a constant contributor to the *Quarterly* and *Edinburgh*, and his reviews had been re-published in several volumes of essays. He was very highly esteemed for his social qualities, especially as a narrator of anecdotes, and he was a most accomplished whist player. Mr. Hayward was a bachelor.

MR. THOMAS CHENERY.

Mr. Thomas Chenery, barrister, died at his chambers, 16, Sergeants'-inn, Fleet-street, on the 11th ult. Mr. Chenery was born in Barbadoes in 1826. He was educated at Eton and at Caius College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1859, but he had devoted most of his life to literary work and to Oriental studies. During the Crimean War he was the special correspondent of the *Times* at Constantinople, and he held for several years the office of secretary to the Royal Asiatic Society. In 1868 he was appointed by the late Bishop Wilberforce to the post of Lord Almoner's Professor of Arabic in the University of Oxford, and he held that post till 1877, when he succeeded the late Mr. Delane as editor of the *Times*, and he acted in that capacity till his death. Mr. Chenery had a wide reputation as an Arabic and Hebrew scholar, and was a member of the Company for the Revision of the Old Testament.

MR. I. H. TYAS.

Mr. Isaac Henry Tyas, solicitor, of 15, King-street, Cheapside, died at his residence, 89, Cambridge-street, Eccleston-square, on the 1st ult., in the eighty-eighth year of his age. Mr. Tyas was admitted a solicitor so far back as 1825, and continued to practise until the time of his death. For many years he was in partnership with his brother, Mr. Richard Tyas, and carried on business under the style of I. H. & R. Tyas, at 13, Beaufort-buildings, Strand. In 1868 the then firm took into partnership the now surviving partner, Mr. Edward C. Huntingdon, a relative of the Messrs. Tyas. Mr. Richard Tyas retired from practice in the year 1872,

and died in the year 1876. Since Mr. Richard Tyas' retirement the business has been carried on under the style of I. H. Tyas & Huntingdon. In 1869 Mr. I. H. Tyas and his then partners removed their offices into the City. Mr. I. H. Tyas was the son of the late Mr. Simon Tyas, a proctor, of York, and was born in that city on the 20th of April, 1796. He was, until latterly, a very active and honoured member of his profession, and a well-known figure at the Law Club, which he used most regularly to frequent, and where he was well known and appreciated by the older members of that institution. He was buried at the Lower Norwood Cemetery on the 6th ult., and amongst others who attended his funeral to offer their last marks of respect to his memory (in addition to his relatives and surviving partner) were his old legal friends, Mr. Willoughby Rackham, of Lincoln's-inn-fields; Mr. Charles Graham, of Lincoln's-inn; and Mr. Arthur James Lewis, of Regent-street. Mr. Tyas was a bachelor.

MR. JOSEPH PARROTT.

Mr. Joseph Parrott, solicitor, died at St. Leonards, on the 22nd ult., after a long illness. Mr. Parrott was born in 1818. He was admitted a solicitor in 1845, and he had practised for nearly forty years at Aylesbury, being associated in partnership with Mr. Thomas Parrott. Mr. Parrott held several important appointments, having been for a very long time coroner for the Aylesbury District of Buckinghamshire, clerk to the Aylesbury Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and superintendent registrar for the district. He had also several times filled the office of under-sheriff of Buckinghamshire. His firm has a very extensive business.

MR. ROBERT JENNINGS CROSSE.

Mr. Robert Jennings Crosse, solicitor, of Southmolton and Barnstaple, committed suicide at the former place on the 20th ult. His health had long been impaired, and he was, at the time of his death, in a state of temporary insanity. This sad event has caused the greatest sorrow at Southmolton, where the deceased was universally respected. He was born in 1816. He was admitted a solicitor in 1840, and he had resided and practised at Southmolton for about forty years, having also an office at Barnstaple. He was associated in partnership with his son-in-law, Mr. Frederick Day, who is registrar of the Southmolton County Court. Mr. Crosse had been for several years clerk to the Lieutenancy for Devonshire, and clerk to the borough and county magistrates at Southmolton, and he had a very extensive private practice. He was a widower, and he leaves a large family.

LEGAL APPOINTMENTS.

Mr. Richard Harris, solicitor, of Wells, has been appointed Secretary to the Bishop of Bath and Wells, Chapter Clerk of Wells Cathedral, and Registrar of the Archdeaconries of Wells and Bath. Mr. Harris was admitted a solicitor in 1866. All the above offices were held by his partner, the late Mr. Charles William Garrod.

Mr. John Edward Courtenay Bodley, barrister, who has been appointed Secretary to the Royal Commission on the Housing of the Working Classes, is a graduate of Balliol College, Oxford. He was called to the bar at the Inner Temple in Trinity Term, 1874, and he is a member of the Oxford Circuit. He is private secretary to Sir Charles Dilke.

Mr. James Ollift Griffits, Q.C., recorder of Reading, has been appointed a Magistrate for the Borough of High Wycombe.

Mr. Edward John Payne, barrister, recorder of High Wycombe, has been appointed Magistrate for that borough.

Mr. John Cotton, solicitor, of 62, St. Martin's-le-Grand, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Robert Patten Adams, Solicitor-General for the colony of Tasmania, has been appointed Chancellor of the Diocese of Tasmania. Mr. Adams was called to the bar at the Middle Temple in Easter Term, 1854.

Mr. Francis Law Latham, barrister, of Bombay, has been appointed Advocate-General for the Bombay Presidency, in succession to Mr. John Marriott, deceased. Mr. Latham was formerly a scholar of Brasenose College, Oxford, where he graduated first class in classics in 1860. He was called to the bar at the Inner Temple in Trinity Term, 1864, and he formerly practised in the Court of Chancery. Mr. Latham has acted as a judge of the High Court at Bombay.

Mr. John Stephens, solicitor (of the firm of Carlyon & Stephens), of St. Austell, has been appointed Clerk to the St. Austell Highway Board. Mr. Stephens was admitted a solicitor in 1872.

The Right Hon. Sir Robert Joseph Phillimore, D.C.L., has been elected a member of the Institute of France.

Mr. Frederick William Martin, solicitor, of Reading, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Edward Marchant Challenor, solicitor, of Abingdon, has been elected Auditor of the Abingdon Savings Bank.

Mr. Walter Henry Borlase, solicitor and notary (of the firm of Borlase, Milton, & Borlase), of Penzance, has been appointed by the under-sheriff of Cornwall (Mr. Thomas Bedford Bolitho) to be Under-Sheriff of that county for the ensuing year. Mr. Borlase was admitted a solicitor in 1876.

Mr. W. Mellows, of Peterborough, solicitor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. T. Parker Dixon, solicitor, of 9, Gray's-inn-square, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

NEW ORDERS, &c.

SUPREME COURT (FUNDS) ACT, 1883.

Orders under the Supreme Court (Funds, &c.) Act, 1883.

I, Roundell Earl of Selborne, Lord High Chancellor of Great Britain, by virtue of the 3rd section of the Supreme Court of Judicature (Funds, &c.) Act, 1883, and all other powers enabling me in that behalf, and with the concurrence of the Treasury, do hereby direct that all moneys in court, or to be hereafter paid into court, in the Queen's Bench Division of the High Court of Justice, and all securities in court placed, or to be placed, to the credit of any cause, matter, or account in the said division, shall be transferred, or paid, or placed (as the case may be) to the account or credit of the Paymaster-General for and on behalf of the Supreme Court of Judicature; and that this order shall come into operation immediately after the 29th day of February, 1884.

The 15th day of February, 1884.

(Signed) Selborne, C.

We concur in the above order—

(Signed) R. W. Duff.
Herbert J. Gladstone.

Lords Commissioners of her Majesty's Treasury.

I, Roundell Earl of Selborne, Lord High Chancellor of Great Britain, by virtue of the 3rd section of the Supreme Court of Judicature (Funds, &c.) Act, 1883, and all other powers enabling me in that behalf, and with the concurrence of the Treasury, do hereby direct that all moneys in court, or to be hereafter paid into court, in the Probate, Divorce, and Admiralty Division of the High Court of Justice, and all securities in court placed, or to be placed, to the credit of any cause, matter, or account in the said division shall be transferred, or paid, or placed (as the case may be) to the account or credit of the Paymaster-General for and on behalf of the Supreme Court of Judicature; and that this order shall come into operation immediately after the 29th day of February, 1884.

(Signed) Selborne, C.

We concur in the above order—

(Signed) R. W. Duff.
Herbert J. Gladstone.

Lords Commissioners of her Majesty's Treasury.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

Feb. 21.—*Bills Read a Second Time.*

Private Bills.—Highgate Archway Company; Imperial Continental Gas Association; London and St. Katharine's Dock; Newry Navigation; Ouse (Lower) Improvement; Scottish Provident Institution; and Trent Navigation.

Bills in Committee.

Contagious Diseases (Animals) Act, 1878, Amendment (passed through Committee).

Contagious Diseases (Animals) Bill (also passed through Committee).

Bill Read a Third Time.

Bankruptcy Appeal, (County Courts).

Feb. 22.—*Bills Read a Second Time.*

Private Bills.—Maryport District and Harbour; West Cheshire Water; Weston-super-Mare Grand Pier; Walker and Wallsend Gas; Boult's Patent; Bradbury and Lomax's Patent; Clacton-on-Sea Special Drainage District.

Feb. 25.—*Bill Read a Second Time.*

Marriages Legalization (Stopsley, Beds).

Bill in Committee.

Law of Evidence Amendment (passed through Committee).

Feb. 26.—*Bills Read a Second Time.*

Private Bills.—Liskeard and Caradon Railway Bill, and East and West Junction Railway; Torpoint and District Water.

Bills in Committee.

Marriages Legalization (Stopeley, Bedfordshire) (passed through Committee).

Intestates' Estate (passed through Committee).

Bill Read a Third Time.

Contagious Diseases (Animals).

HOUSE OF COMMONS.

Feb. 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bute Docks (Cardiff) Water Supply; Ennerdale Railway; Southampton Cemetery.

Valuation (Metropolis) Amendment.

Feb. 22.—*Bills Read a Second Time.*

PRIVATE BILL.—Croydon Central Station and Railway.

Summary Jurisdiction.

Feb. 25.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bexhill Water and Gas; Cleveland Extension Mineral Railway; East London Railway; East of London, Crystal Palace, and South-Eastern Junction Railway; Great Northern Railway; Great Western Railway (No. 1); London, Tilbury, and Southend Railway; Manchester, Sheffield, and Lincolnshire Railway (Additional Powers); Manchester, Sheffield, and Lincolnshire Railway (Chester to Connah's Quay); Midland Railway; North-Eastern Railway; Severn Bridge and Forest of Dean Central Railway; South-Eastern Railway (Various Powers); Southwark and Vauxhall Water; Taff Vale Railway.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, March	3	Mr. Ward	Mr. Jackson	Mr. Farrer
Tuesday	4	Pemberton	Cobby	Teesdale
Wednesday	5	Ward	Jackson	Farrer
Thursday	6	Pemberton	Cobby	Teesdale
Friday	7	Ward	Jackson	Farrer
Saturday	8	Pemberton	Cobby	Teesdale
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, March	3	Mr. Clowes	Mr. Carrington	Mr. King
Tuesday	4	Koe	Lavie	Merivale
Wednesday	5	Clowes	Carrington	King
Thursday	6	Koe	Lavie	Merivale
Friday	7	Clowes	Carrington	King
Saturday	8	Koe	Lavie	Merivale

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND FOREIGN COMESTIBLES COMPANY, LIMITED.—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Lee Nichols, 1, Queen Victoria-street. April 3 at 1 is appointed for hearing and adjudicating upon the debts and claims

CIVIL SERVICE AND GENERAL STORE, LIMITED.—Petition for winding up, presented Feb 20, directed to be heard before Chitty, J., on Mar 1. Hillearys and Co, Fenchurch bldngs, solicitors for the petitioners

ENGLISH AND FOREIGN BOTTLE COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Chitty, J., on Mar 1. McDiarmid and Teather, Newman's ct, Cornhill, solicitors for the petitioner

NON TARIFF FIRE INSURANCE COMPANY, LIMITED.—By an order made by Kay, J., dated Feb 8, it was ordered that the company be wound up. Wood, Paternoster row, solicitor for the petitioner

OLATHE SILVER MINING COMPANY, LIMITED.—Petition for winding up, presented Feb 14, directed to be heard before Pearson, J., at the Royal Courts, on Mar 1

[*Gazette*, Feb. 22.]

ABERYSTWITH PIER COMPANY, LIMITED.—By an order made by Pearson, J., dated Feb 16, it was ordered that the voluntary winding up of the company be continued. Carter and Barber, Austin friars, solicitors for the petitioner

CALORIC ENGINE AND SIREN FOG-SIGNAL COMPANY, LIMITED.—Petition for winding up, presented Feb 20, directed to be heard before Pearson, J., on Saturday, March 8. Wild and Co, Ironmonger lane, solicitors for the petitioner

CHAPEL HOUSE COLLIERY COMPANY, LIMITED.—By an order made by Pearson, J., dated Feb 16, it was ordered that the company be wound up. Snell and Co, George st, Mansion House, petitioners in person

CHARLES DRAKE AND COMPANY, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Kay, J., at the Royal Courts, Strand, on March 7. Steele, College hill, solicitors for the petitioner

CONSOLS BANK, LIMITED.—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Samuel Barrow, 99, Gresham st. Friday, April 4, at 11, is appointed for hearing and adjudicating upon the debts and claims

EASLOOD UNITED MINES, LIMITED.—Kay, J., has fixed Mar 7 at 1, at his chambers, Royal Courts, for the appointment of an official liquidator

ISLEWORTH SWIMMING BATH ASSOCIATION, LIMITED.—Petition for winding up, presented Feb 21, directed to be heard before Chitty, J., on Mar 8. Peake, New inn, Strand, solicitor for the petitioner

LEICESTER AND EVINGTON LIME COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Feb 16, it was ordered that the voluntary winding up of the company be continued. Hood Barrs, Clifford's inn

METROPOLITAN (BRUSH) ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Jan 24, directed to be heard before Kay, J., on Mar 7. Linklater and Co, Walbrook, solicitors for the petitioners

MIDLAND PATENT BRICK AND COAL COMPANY, LIMITED.—Kay, J., has, by an order dated Feb 15, appointed Edward Hart, jun, 14, Moorgate st, to be official liquidator

RAILWAY PRINTING AND PUBLISHING COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 16, it was ordered that the company be wound up. Cameron, Gresham House, Old Broad st, solicitor for the petitioners

[*Gazette*, Feb. 26.]

UNLIMITED IN CHANCERY.

BRENTFORD AND ISLEWORTH TRAMWAYS COMPANY.—Petition for winding up, presented Feb 16, directed to be heard before Bacon, V.C., on March 1. Beck, East India avenue, solicitor for the petitioner

[*Gazette*, Feb. 22.]

COMMERCIAL AND LEGAL STATIONERY COMPANY.—By an order made by Chitty, J., dated Feb 16, it was ordered that the company be wound up. Blachford and Co, Abchurch lane, solicitors for the petitioners

[*Gazette*, Feb. 26.]

STANNARIES OF CORNWALL.
UNLIMITED IN CHANCERY.

HERODSFOOT MINING COMPANY.—Petition for winding up, presented Feb 19, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Wednesday, March 5 at 1. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before March 1, and notice thereof must, at the same time, be given to the petitioners, or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, Feb. 22.]

FRIENDLY SOCIETIES DISSOLVED.

LOYAL ECCLESHALL CASTLE LODGE, Eagle Inn, Eccleshall, Stafford. Feb 21

PRINCE OF PEACE LODGE 4, NOBLE ORDER OF FEMALE DRUIDS, LEIGH UNITY FRIENDLY SOCIETY, Greyhounds Inn, Partington, Chester. Feb 21

SOUTH HILL FRIENDLY SOCIETY, Golberdon, South Hill, Cornwall. Feb 21

[*Gazette*, Feb. 22.]

TOWNSENDFOLD KING WILLIAM LODGE OF LOYAL ORANGEMEN FRIENDLY SOCIETY, Hare and Hounds Inn, Townsend Fold, Rawtenstall, Lancaster. Feb 22

[*Gazette*, Feb. 26.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CHAPPEL, JOHN, Low Common Ossett, York, Rag Merchant. Mar 21. Fozard v Crowther, Chitty, J. Horner, Wakefield

MILLS, THOMAS, Kingswinford, Stafford, Coal Master. Mar 20. Mills v Mills Pearson, J. Smith, Dudley

NELSON, JOHN, Blyth, Northumberland. Mar 13. Butcher v Nelson, Bacon, V.C Lynn, Blyth

STEVENS, JAMES WILLIAM, Wealdstone, Harrow. Mar 22. Timbrell v Stevens Chitty, J. Timbrell, King William st

[*Gazette*, Feb. 22.]

ARNOLD, JOHN, Moseley, King's Norton, Worcester, Gent. Mar 25. Parker v Arnold, Chitty, J. Candler, Essex st, Strand

CLARK, WILLIAM, Bradford, York. Mar 25. Bateman v Smith, Chitty, J. Booth, Bradford

HARBOROW, CHARLES WILLIAM, Jermyn st, Haymarket, Hosier. Mar 20. Seaton v Smith, Kay, J. Croft, Mildmay chbrs, Union ct, Old Broad st

HENRY, ELIZABETH, Ampthill sq. Mar 20. Huntly v Smiles, Chitty, J. Partington, South sq, Gray's inn

LEE, JAMES, Chester, Slater. Mar 15. Lee v Jones, Pearson, J. Thompson, Birkenhead

MASON, BYRON, Leverton Rectory, Lincoln, Farmer. Mar 24. Thimbleby v Chapman, Chitty, J. Kime, Bedford row

MILLER, ALFRED WATSON, Bath, Accountant. Mar 24. Miller v Miller, Chitty, J. King, Bath

WESTERN AUSTRALIAN COMPANY, Leadenhall st. June 16. Chapman v Hayward, Kay, J. Few, Surrey st, Strand

[*Gazette*, Feb. 26.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BARNES, AMELIA, Bath. Feb 29. Cumberland, Bristol

BILLEN, MARGARET, Hendon. Mar 14. Chamberlain, Finsbury sq

BROWN, FRANCES, Queen's rd West, Chelsea, Licensed Victualler. Mar 20. Watson, Gracechurch st

BRUCE, LEWIS KNIGHT, St Nicholas, Glamorgan, Esq. Mar 20. Morris and Son, Cardiff

CARTHEW, GEORGE ALFRED, East Dereham, Norfolk, Gent. Mar 31. Carthew and Girling, East Dereham

COOKE, MARY, Stock, nr Ingatestone, Essex. Mar 31. Tatton and Son, Lower Phillimore place, Kensington

CUNNINGHAM, WILLIAM, Epsom Common, Surrey, Yeoman. Mar 10. White, Epsom

DAVIS, WILLIAM SELDON, Barnstaple, Devon, Innkeeper. Feb 28. Harding and Son, Barnstaple

DAVIS, ELIZABETH, Worcester. Mar 10. Hughes, Worcester

GARDINER, JOHN, Wisbech St Peter, Cambridge, Newspaper Proprietor. Mar 20. Welchman and Carrick, Wisbech

GEORGE, Most Hon. FRANCIS HUGH, Marquis of Hertford, Alcester, Warwick. Mar 7. Williams and Co, Lincoln's inn fields

GREEN, GEORGE, Cawthorne Basin, nr Barnsley, York, Gent. Mar 10. Tyas and Son, Barnsley

HARTTREE, ABRAHAM, Newcastle upon Tyne, Printer. Mar 15. Gibson and Co, Newcastle upon Tyne

HOAR, ROBERT HENRY, Oxford st, Cigar Importer. Mar 25. Chapman, Pancras lane

HOUGHTON, JOHN, Liverpool, Gent. Mar 19. Cleaver and Co, Liverpool
HUBBARD, SAMUEL SEWELL, Fulham pl, Paddington, Gent. Apr 1. Warburton and De Paula, West st, Finsbury circus
LOCKWOOD, JOHN, Kirkheaton, York. Mar 8. Learoyd and Piercy, Huddersfield
MARDALL, FRANCIS, Brighton, Major General H.M. Army. Mar 10. Bennett and Co, New sq, Lincoln's inn
MILLGATE, EMMA, Birchington, Kent. Mar 8. Sankeys and Co, Margate
NETHWAY, JOHN, Cardiff, Publican. Mar 1. Smith, Weston super Mare
NEWBOLD, SAMUEL, Tamworth, Gent. Mar 15. Argyle and Sons, Tamworth
ODAMS, JOSEPH, Minworth Warwick, Licensed Victualler. Mar 31. Blewitt, Birmingham
PURDY, WILLIAM, Clay Cross, Derby, Saddler. Mar 6. Bunting, Chesterfield
RAMSAY, EDWARD BANNERMAN, West Cromwell rd, South Kensington, Major General Indian Army. Mar 31. Sparks and Blake, Crewkerne
SCRUTON, WALTER, Sunbury, Esq. Mar 31. Sparks and Blake, Crewkerne
SHERWEN, JOSEPH, Carlisle. Feb 26. Hewetson, Maryport
SHORTEN, CHARLES THOMAS, Hetley rd, Uxbridge rd, Veterinary Surgeon. Mar 25. Chapman, Pancras lane
SLATER, JAMES, Dalton in Furness, Lancaster, Farmer. Mar 1. Tyson, Dalton in Furness
SYKES, GEORGE HENRY, Mirfield, York, Hotel Proprietor. Mar 1. Watts and Son, Batley
TAYLOR, JOSEPH, Pilkington, Lancaster, Preserve Manufacturer. Mar 7. Anderton and Donnelly, Bury
TOWLERTON, THOMAS, Flanshaw in Alverthorpe, nr Wakefield, York, Gent. Mar 8. Harrison and Beaumont, Wakefield
TREDWELL, ANNE, Lower Norwood. Mar 25. Cooper and Walker, Birchin lane
TURNER, JOHN PEACOCK, East Hill, Wandsworth, Gent. Apr 7. French, Crutched Friars
VALENTINE DANIEL, Old Ford, Gent. Mar 22. Birchall and Co, Mark lane
WATERS, HANNAH, Hatton Lunatic Asylum, Warwick. Mar 14. Hemmer and Co, Liverpool
WOOD, JOHN, Harborne, Stafford, Gent. Apr 15. Edmondson, Manchester
[*Gazette*, Feb. 12.]

ABRAHAM, SOPHIA, Gravesend. Mar 6. Myer, New Bridge st
ARMSTRONG, CHRISTOPHER JOHN, Peckham Rye, Ships' Ironmonger. Mar 31. Ridley, Dartford
BENTLEY, JOHN, Sheffield, Horsedealer. Mar 25. Branson and Co, Sheffield
BIGGS WILLIAM, Wardour st, Leicester sq, Refreshment House Keeper. Mar 31. Seale and Smith, Lincoln's inn fields
BOTTOMLEY, SAMUEL, Halifax, York, Worsted Spinner. Apr 15. Chambers and Chambers, Brighouse
BOUSFIELD, NATHANIEL GEORGE PHILIPS, Grosvenor pl, Lieut Col. Apr 4. Harrison and Milne, Kendal
BOYES, THOMAS RICHARD, Birkenhead, Licensed Victualler. Mar 31. Husband, Garston
BREALEY, Rev FREDERICK, Little Linford, Buckingham. Mar 28. Johnson and Son, Gray's inn sq
BUNNETT, CLARA, Westbourne pk rd. Apr 15. Bannister, John st, Bedford row
CHADWICK, FRANCIS ELIZABETH, Addison terrace, Notting Hill. Apr 2. Dixon, Gray's inn sq
COOPER, CHARLES, Wombleton, nr Kirby Moorside, York, Farmer. Mar 31. Harrison, Kirby Moorside
COX, WALTER WILLIAM, Bosham, Sussex, Grocer. Apr 19. Knapp, Marylebone rd
CROFT, SAMUEL, Gledhow Hall, nr Leeds, Esq. May 1. North and Sons, Leeds
DEATH, FREDERICK, Golder's green, Hendon, Esq. Apr 25. Young and Co, Essex st, Strand
DIXON, JOHN, Garston, Lancaster, Stevedore. Mar 10. Husband, Widnes
DOUGLAS, WILLIAM, Saffron Walden, Essex, Builder. Mar 25. Collin, Saffron Walden
FRYER, WILLIAM, Dewsbury, York, Gent. Mar 22. Chadwick and Sons, Dewsbury
HACKING, RICHARD, Blackburn, Quarry Master. Mar 16. Costeker, Over Darwen
HARGRAVE, JAMES, Harrogate, York, Esq. May 1. North and Sons, Leeds
HAWKINS, JEREMIAH, Corse, Gloucester, Farmer. Mar 25. Masefield and Sons, Ledbury
HOLBROOK, THOMAS, Shipston on Stour, Worcester. Mar 25. Elwes and Sharpe, Furnival's inn, Holborn
HOWELL, HENRY, Brixton Rise, Gent. Mar 28. Layton and Co, Budge row, Cannon st
JODRELL, EDWARD, Wincle, Chester, Farmer. Apr 9. Barclay and Co, Macclesfield
JULYAN, BENJAMIN DREW, St Austell, Cornwall, Coal Merchant. Mar 13. Coode and Co, St Austell
LACY, HANNAH, Nottingham. Mar 12. Lacy, Nottingham
LIDSTER, WILLIAM, Huddersfield, Gent. Mar 31. Gill and Plews, Wakefield
LUXTON, JOHN, Brushford, Devon, Gent. Mar 25. Fulford and Son, North Tawton
MAISTER, PETER LE, West Derby, nr Liverpool, Gent. Apr 1. Field and Weightman, Liverpool
MATHEW, JOHN, Tudor rd, Upper Norwood, Esq. Apr 19. Courtenay and Co, Gracechurch st
MAY, WILLIAM, Upwell, Norfolk, Farmer. Mar 21. Webber, Upwell
MILES, LUCY, Farnham, Surrey. Mar 25. Knight and Ward, Farnham
MORGAN, FRANCES ANNE, Antill rd, Mile End. Mar 28. Layton and Co, Budge row, Cannon st
NICOL, Hon. GEORGE WILLIAM, South Lambeth rd. Mar 28. Layton and Co, Budge row, Cannon st
OSBORNE, WILLIAM, Acrise, Kent, Farmer. Apr 1. Kingsford and Co, Canterbury
PAUL, Rev JOHN, Landrake, Cornwall, Clerk in Holy Orders. Mar 8. Eyles, Walterton rd, Paddington
PEARSON, HERBERT PHILIP, Southville, Wandsworth rd, Gent. Apr 19. Courtenay and Co, Gracechurch st
ROBERTS, THOMAS ARCHIBALD, Gordon pl, Gordon sq, Barrister at Law. Mar 31. Helder and Roberts, Verulam bldgs, Gray's inn
ROWLINSON, MARTHA, Timperley, Chester. Apr 5. Farrar and Hall, Manchester
SCOTT, Rev ROBERT HILTON, Wootton Rectory, Isle of Wight, Clerk in Holy Orders. Mar 21. Vincent, Ryde
SHERRATT, JOHN, Biddulph, Stafford, Seedsman. Mar 29. Reade, Congleton
TAYLOR, ELIZABETH, Milton next Gravesend. Apr 20. Bewley, Gravesend
TICE, MARIAN, Burwood pl, Hyde pk. Mar 14. Peacock and Goddard, South sq, Gray's inn
TOWNSEND, ELIZABETH, New Kent rd. Apr 2. Edwin, Blackman st, Southwark
WALKER, JOHN, Brownedge, nr Preston, Lancaster, Gent. Mar 31. Wilding and Son, Blackburn
WOOD, GEORGE, Teigh, Rutland, Farmer. Mar 24. Latham and New, Melton Mowbray
WOODLEY, ELIZA, Folkestone. Apr 1. Watney and Co, Clement's lane
WYATT, LYDIA MARIAN, St John's pk, Upper Holloway. Mar 25. Shoppee, Pancras lane
YOUNG, JOHN, Sheffield, Licensed Victualler. Gee, Sheffield
[*Gazette*, Feb. 15.]

BARRETT, MARY REED, Truro, Cornwall. Mar 31. Wild and Co, Ironmonger lane, Cheapside
BURKHARDT, WILLIAM, Hoxton st, Baker. Mar 31. Young and Sons, Mark lane
CHAPLIN, RICHARD PIPER, Torquay, Gent. Apr 30. Eisdell, Jermyn st, St. James's
COCKSHOTT, HENRY, Leeds, Innkeeper. Mar 15. Scott, Leeds
COOKSEY, HECTOR RICHARD, Edgbaston, Warwick, J.P. Mar 25. Beale and Co, Birmingham
CROUCHLEY, JOHN MARROW, Leeds, Chemical Manufacturer. Mar 15. Jones, Leeds
DAUNCEY, THOMAS, Wootton under Edge, Gloucester, Tea Dealer. Mar 1. Thacker and Cull, Cheadle
DAVIS, WILLIAM, Edgbaston, Warwick, Gent. Mar 15. Beale and Co, Birmingham
DOYLE, CHARLOTTE, Cheltenham. Apr 5. Winterbotham and Co, Cheltenham
EGLESE, JOSEPH, Albion rd, Stoke Newington, Jeweller. Mar 19. Baker and Nairne, Crosby sq
ESSELL, GEORGE, Rochester, Kent, Esq. Apr 23. Arnold and Co, Carey st, Lincoln's inn
FLETCHER, THOMAS, Dearnley, nr Rochdale, Oil Manufacturer. Mar 15. Worth, Rochdale
FRANKLIN, RICHARD, Balsall Heath, Worcester, Gent. Mar 25. Edwards and Gough, Birmingham
FRAYN, EDMUND, Walton, nr Liverpool, Blacksmith. Mar 25. White and Co, Launceston
HALSEY, ROBERT, Trowbridge, Wilts, Wire Blind Manufacturer. Apr 1. Lewin and Co, Southampton st, Strand
HAMMONDS, WILLIAM THOMAS, Bristol, Esq. Mar 25. Hammonds, Bristol
HAWKINS, SARAH, Corse, Gloucester. Mar 14. Tippetts and Son, Maiden lane, Queen st
HEATHCOTE, WILLIAM CHARLES, St James's st, Piccadilly, Esq. Mar 15. Wilde and Co, College hill
HOLLOWAY, FRANCIS, Marchwood Park, Southampton, Esq. Apr 14. Green and Moberley, Southampton
HOPKINSON, CHARLES NAPOLEON, York, Gent. Apr 1. Dyson, York
KERSLAKE, ELIZABETH, Tiverton, Devon. Mar 31. Hole and Dayman, Tiverton
KIDD, THOMAS ALLENBY, Selby, York, Gent. Mar 22. Bantoft and Son, Selby
LIPMAN, MICHAEL, Manchester, Gent. Mar 29. Sutton and Elliott, Manchester
MACKINDER, CHARLES, Louth, Lincoln, Steam Cultivator. Apr 25. Hyde and Brown, Louth
MERRICK, JOSIAH, Whalley Range, nr Manchester, Gent. Apr 14. Wood and Williamson, Manchester
MEYERS, JAMES GEORGE, Albert rd, Regent's pk, Furrier. Apr 14. Beard and Son, Basinghall st
NICHOLLS, MARY MASTERS, Hay, Brecon. Mar 31. Page, Hay
NOSSITER, CHARLES, Yardley, Worcester, Wool Broker. Mar 25. Beale and Co, Birmingham
PEARSON, FANNY, Buglawton Hall, Chester. Mar 31. Mair and Co, Macclesfield
PURKIS, ALFRED, Portsea, Gent. Mar 10. Besant and Wills, Portsea
RICH, ALEXANDER, Reading, Gent. Mar 22. Young and Son, Mark lane
RICHARD, THOMAS HENRY, Ramsgate, Gent. Apr 1. Hallowes and Co, Bedford row
RHODES, JOHN, Hazel Grove, Chester, Gent. Apr 1. Welsh and Son, Manchester
ROBERTS, ABRAHAM, Northleach, Gloucestershire, Licensed Victualler. Apr 30. Ward and Co, Northleach
RUSSELL, SAMUEL, Waldron, Sussex, Yeoman. Mar 25. Sprott, Mayfield
SMITH, FRANCIS, Pocklington, York, Wellsinker. Mar 31. Powell and Sargent, Pocklington
SMITH, WILLIAM, Hayton, York, Farmer. Mar 31. Powell and Sargent, Pocklington
SMITH, WILLIAM ISAAC BRADBURY, Langley, nr Macclesfield, Smallware Manufacturer. Mar 31. Hand, Macclesfield
STOCKS, SAMUEL, Almondbury, York, Brewer. Mar 4. Craven and Sunderland, Huddersfield
THURLOW, Rev EDWARD, Clarges st, Piccadilly, Clerk in Holy Orders. Mar 24. Emmet and Co, Bloomsbury sq
WILKES, GILBERT, Birmingham, Metal Dealer. Mar 25. Beale and Co, Birmingham
WOOLLEY, WILLIAM, Walsall, Stafford, Bit Maker. Feb 27. Harrison, 20, Victor st, Walsall
[*Gazette*, Feb. 19.]

The directors of the Commercial Union Assurance Company have resolved to recommend to the shareholders to pay a dividend of ten per cent. fee of income tax on the paid-up capital of the company, making, with the interim dividend paid in September last, fifteen per cent for the year, and that £25,714 0s. 5d., the balance of profit and loss account, be carried forward to 1884 account.

On Tuesday, at the Auction Mart, Tokenhouse-yard, the freehold premises, 57 and 58, Threadneedle-street, were sold by Messrs. Debenham, Tewson, Farmer, & Bridgewater, for £50,000. The property covers an area of 2,623 superficial feet, and is let at a ground-rent of £1,000 per annum, with reversion to the rack-rents in about thirty-four years.

SALE OF ENSUING WEEK.

Mar. 6.—Messrs. MARSH, MILNER, & Co., at the Mart, Reversions, &c. (see advertisement, Feb. 23, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CASSERLEY.—Feb. 21, at 49, Brownswood-road, Finsbury-park, the wife of S. W. Casserley, barrister-at-law, prematurely, of a son, stillborn.
COOK.—Feb. 23, at Southfield House, Henley-on-Thames, the wife of Chas. H. Cook, barrister-at-law, of a son.
FREEMAN.—Feb. 26, at Eugenie Villa, Ravenscourt-park, W., the wife of George D. Freeman, solicitor, of a daughter.
HARTLEY.—Feb. 23, at Weybridge, the wife of J. Walker Hartley, barrister-at-law, of a son.
MORGAN.—Jan. 29, the wife of William Carey Morgan, solicitor, Calcutta, of a daughter.
SPALDING.—Feb. 20, at 3, Newton-grove, Bedford-park, the wife of T. A. Spalding, barrister, of a daughter.

MARRIAGES.

COTTAM—MOORE.—Feb. 20, at Bourton-on-the-Water, Gloucestershire, Helen Eliza, daughter of John Moore, M.R.C.S., of Bourton-on-the-Water, to Thomas Frederick Cottam, solicitor, Tewkesbury.

LEVY—LYONS.—Feb. 20, at the Synagogue, Prince's-road, Liverpool, Philip Samuel Levy, of Liverpool, solicitor, to Therese, daughter of Abraham Lyons, of Prince's Park, Liverpool.

MILNE—WARD.—Feb. 20, at St. Bride's, Stretford, Frank Milne, solicitor, Manchester, to Mary Ellen, daughter of Francis Ward, of Old Trafford.

RUSSELL—MALVEZZI.—Feb. 18, at the British Embassy, Paris, William Howard Russell, LL.D., barrister-at-law, to Antoinette Mathilde Alexandrine Pie Malvezzi, daughter of Count and Countess Alexandre Malvezzi.

DEATH.

MARSDEN.—Feb. 21, at 111, Belgrave-road, S.W., John Benjamin Marsden, solicitor, of 30, Great James-street, Bedford-row, W.C., aged 49.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Feb. 22, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Down, William, Stoke Newington rd, Stoke Newington, out of business. Pet Feb 20. Brougham. Mar 4 at 12

Saunders, Lawrence, Threadneedle st, Manager. Pet Feb 18. Pepys. Mar 5 at 12

Storry, William Afkman, Lincoln's inn fields, Solicitor. Pet Jan 31. Pepys. Mar 5 at 12

THE BANKRUPTCY ACT, 1883.

FRIDAY, Feb. 22, 1884.

RECEIVING ORDERS.

Ace, George, Swansea, Glamorganshire, Cyclist. Swansea. Pet Feb 20. Ord Feb 20. Exam Mar 20

Bates, Joseph, Droylsden, Lancashire, Joiner. Ashton under Lyne. Pet Feb 7. Ord Feb 18. Exam Mar 6

Betteridge, William, Upton on Severn, Worcestershire, Butcher. Worcester. Pet Feb 19. Ord Feb 19. Exam Mar 4 at 2.30

Bowes, James, and Joseph Silverwood, Huddersfield, Woollen Manufacturers. Huddersfield. Pet Feb 19. Ord Feb 19. Exam Mar 7 at 10

Broom, Henry Charles, Gravesend, Kent, Tea Dealer. High Court. Pet Jan 28. Ord Feb 19. Exam Mar 19 at 11

Brown, Joseph, Bolton, Lancashire, Joiner. Bolton. Pet Feb 20. Ord Feb 20. Exam Mar 12 at 11

Byrne, Margaret Mary Josephine, Whitechapel, Liverpool, Milliner. Liverpool. Pet Feb 14. Ord Feb 19. Exam Feb 28 at 12.30

Clark, Frank, Edward, Walsall, Grocer. Walsall. Pet Feb 16. Ord Feb 18. Exam Mar 10

Clark, Joseph, Bow lane, Wholesale Clothier. High Court. Pet Feb 19. Ord Feb 19. Exam Mar 19 at 11.30

Cornwell, Julius George, Leytonstone, Essex, Oilman. High Court. Pet Feb 20. Ord Feb 20. Exam Mar 19 at 11

Dark, David, Aston, Birmingham, Builder. Birmingham. Pet Feb 18. Ord Feb 18. Exam Mar 13.

Dennison, Thomas, Bradford, Manufacturer. Bradford. Pet Feb 14. Ord Feb 13. Exam Mar 4 at 11

Earp, William, Wolverhampton, Staffordshire, Farmer. Wolverhampton. Pet Feb 18. Ord Feb 18. Exam Mar 8

Grundy, John Sanderson, Pendlebury, nr Manchester, Plumber. Salford. Pet Feb 19. Ord Feb 19. Exam Mar 4 at 11

Hall, Ebenezer, Grove rd, Mile end, Tailor. High Court. Pet Feb 18. Ord Feb 18. Exam Mar 14 at 11

Hanbury, Frederick Barclay, West Kensington terr, West Kensington, Commission Agent. High Court. Pet Feb 6. Ord Feb 20. Exam Mar 21 at 11

Harper, Jane, Birmingham, Wood Turner. Birmingham. Pet Feb 19. Ord Feb 19. Exam Mar 13

Heath, George Boddy, Terrington, Yorkshire, Innkeeper. Scarborough. Pet Feb 18. Ord Feb 18. Exam Mar 3 at 3

Hinton, James Mulloch, Dudley, Worcestershire, Currier. Dudley. Pet Feb 18. Ord Feb 18. Exam Mar 11 at 12

Hoad, James Collins, jun, Rye, Sussex, Shipowner. Hastings. Pet Feb 2. Ord Feb 18. Exam Mar 3

Jordan, Charles William, Norfolk terr, Bayswater, Gilder. High Court. Pet Feb 19. Ord Feb 19. Exam Mar 14 at 11

Lewis, David, Carmarthen, Chemist. Carmarthen. Pet Feb 20. Ord Feb 20. Exam Mar 18

Matley, John, Oldham, Lancashire, Bobbin and Skewer Manufacturer. Oldham. Pet Feb 18. Ord Feb 18. Exam Mar 13 at 12.30

Mills, Charles, Ben Rhydding, nr Ilkley, Yorkshire, Cabinetmaker. Bradford. Pet Feb 20. Ord Feb 20. Exam Mar 18 at 11

Ogden, John, Ince, nr Wigan, Innkeeper. Wigan. Pet Feb 19. Ord Feb 19. Exam Feb 29 at 11

Parker, John Woodcock, Kimberley, Nottinghamshire, Grocer. Nottingham. Pet Feb 19. Ord Feb 19. Exam Mar 18

Parkhurst, Frank, Brighton, Carver. Brighton. Pet Feb 18. Ord Feb 19. Exam Mar 13 at 12

Ryan, William, Theobald's rd, China and Glass Dealer. High Court. Pet Feb 19. Ord Feb 19. Exam Mar 18 at 11

Shaw, George Henry, Berry Brow, nr Huddersfield, Yorkshire, Joiner. Huddersfield. Pet Feb 8. Ord Feb 20. Exam Mar 7 at 10

Sinclair, John Wilkinson, Barnard Castle, Durham, Ironfounder. Stockton on Tees. Pet Feb 20. Ord Feb 20. Exam Mar 10 at 12

Stephenson, Walter, Wakefield, Rag Merchant. Wakefield. Pet Feb 19. Ord Feb 19. Exam Mar 13

Suffield, John, sen., John Suffield, jun., and Mark Oliver Suffield, Birmingham, Manchester Warehousemen. Birmingham. Pet Feb 8. Ord Feb 18. Exam Mar 13

Suffield, Robert, Moseley, Worcestershire, Fancy Draper. Birmingham. Pet Feb 18. Ord Feb 18. Exam Mar 13

Swainston, Edward, Middlesborough, Yorkshire, Building Contractor. Stockton on Tees. Pet Feb 20. Ord Feb 20. Exam Mar 10 at 11

Woodward, John, Birmingham, Cork Manufacturer. Birmingham. Pet Feb 19. Ord Feb 19. Exam Mar 13

Young, William Amos, Loughborough Junction, Boot and Shoe Maker. High Court. Pet Feb 20. Ord Feb 20. Exam Mar 18 at 11

FIRST MEETINGS.

Ace, George, Swansea, Glamorganshire, Cyclist. Mar 5 at 11. Official Receiver, 6, Rutland st, Swansea

Badcock, Richard, Abingdon, Berkshire, Auctioneer. Mar 7 at 11. Official Receiver, 126, High st, Oxford

Bates, Joseph, Droylsden, Lancashire, Joiner. Mar 3 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne

Betteridge, William, Upton on Severn, Worcestershire, Butcher. Mar 4 at 3. Official Receiver, Worcester

Bowes, James, and Joseph Silverwood, Huddersfield, Woollen Makers. Mar 3 at 3. Law Society, New st, Huddersfield

The following Amended Notice is substituted for that published in the London Gazette of Feb 15, 1884.

Boyd, Thomas, Durham, Ironmonger. Feb 29 at 12. Hat and Feather Inn, Market pl, Durham

Brown, Joseph, Bolton, Lancashire, Joiner. Mar 5 at 11. Official Receiver, 16, Wood st, Bolton

Clark, Frank Edward, Walsall, Grocer. Mar 3 at 2. Official Receiver, Bridge st, Walsall

Dark, David, Aston, Birmingham, Builder. Mar 3 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham

Dennison, Thomas, Bradford, Manufacturer. Mar 3 at 11. 12, Piccadilly, Bradford

Gower, Henry, and Frederick Pettipher, Little Ilford, Essex, Builders. Feb 29 at 11. Bankruptcy Offices, Lincoln's inn fields

Harper, Jane, Birmingham, Wood Turner. Mar 4 at 3. Luke Jesson Sharp, Whitehall chbrs, Birmingham

Heath, George Boddy, Terrington, Yorkshire, Innkeeper. Mar 3 at 12. Official Receiver, 74, Newborough st, Scarborough

Hinton, James Mulloch, Dudley, Worcestershire, Currier. Mar 3 at 3. Official Receiver, Dudley

Hoad, James Collins, jun, Rye, Sussex, Shipowner. Mar 1 at 11. The George Hotel, Rye

Holmes, Jane, William Henry Holmes, and John Holmes, Leeds, Yorkshire, Cloth Manufacturers. Feb 29 at 3. Official Receiver, Park row, Leeds

James, William, Bath, Boot Manufacturer. Feb 29 at 12.30. Official Receiver, Bank chbrs, Bristol

Longman, George, Titchfield, Hampshire, Farmer. Mar 3 at 10.30. Official Receiver, 166, Queen st, Portsea

Matley, John, Oldham, Lancashire, Bobbin Manufacturer. Mar 3 at 4. Townhall, Oldham

Ogden, John, Ince, nr Wigan, Innkeeper. Mar 3 at 11. County Court bldgs, Wigan

Parker, John Woodcock, Kimberley, Nottinghamshire, Grocer. Mar 4 at 2. Official Receiver, Exchange walk, Nottingham

Parkhurst, Frank, Brighton, Carver. Mar 4 at 3. Official Receiver, 160, North st, Brighton

Pelham, Thomas Kent, Belsize sq, Hampstead, Artist. Feb 29 at 1. Bankruptcy Offices, Lincoln's inn fields

Phelps, William Harford Glover, Weston super Mare, Somersetshire, D.M. Feb 29 at 1. Railway Hotel, Weston super Mare

Seaton, Henry Francis, Windsor, Coal Merchant. Mar 4 at 12. Official Receiver, 109, Victoria st, S.W.

Shaw, George Henry, Berry Brow, nr Huddersfield, Yorkshire, Joiner. Mar 3 at 11. Law Society, New st, Huddersfield

Sims, Herbert, Nottingham, Grocer. Mar 4 at 11. Official Receiver, Exchange walk, Nottingham

Speed, Rowland Drewry, Nottingham, Auctioneer. Mar 4 at 12. Official Receiver, Exchange walk, Nottingham

Stephenson, Walter, Wakefield, Rag Merchant. Mar 3 at 2. Official Receiver, Southgate chbrs, Southgate, Wakefield

Suffield, John, sen, John Suffield, jun, and Mark Oliver Suffield, Birmingham, Manchester Warehousemen. Mar 5 at 2. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham

Suffield, Robert, Moseley, Worcestershire, Fancy Draper. Mar 5 at 3. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham

Woodward John, Birmingham, Cork Maker. Mar 3 at 11. Luke Jesson Sharp, Whitehall chbrs, Colmore row, Birmingham

ADJUDICATIONS.

Bellamy, Henry, Wednesfield, Staffordshire, Lock Manufacturer. Wolverhampton. Pet Jan 26. Ord Feb 20

Biddle, James, Ratby, Leicestershire, Beerhouse Keeper. Leicester. Pet Feb 5. Ord Feb 18

Chittick, Samuel, Sittingbourne, Kent, Draper. Rochester. Pet Feb 4. Ord Feb 19

Cornwell, Julius George, Leytonstone, Essex, Oilman. High Court. Pet Feb 20. Ord Feb 20

Cross, Joseph, New Headington, Oxfordshire, Baker, Oxford. Pet Feb 12. Ord Feb 18

Dennison, Thomas, Bradford, Yorkshire, Manufacturer. Bradford. Pet Feb 14. Ord Feb 18

Dyson, Sarah, Halifax, Yorkshire, Broker. Halifax. Pet Feb 12. Ord Feb 20

Edwards, Charles, Rowley Regis, Staffordshire, Spade Manufacturer. Dudley. Pet Feb 7. Ord Feb 7

Gadd, Mary Matilda, Birmingham, Licensed Victualler. Birmingham. Pet Jan 22. Ord Feb 19

Goddard, Charles, Butterwick, Lincolnshire, Farmer. Boston. Pet Jan 23. Ord Feb 13

Grant, Samuel, Broughton, Lincolnshire, Farmer. Gt Grimsby. Pet Feb 2. Ord Feb 16

Hall, Ebenezer, Grove rd, Mile End, Tailor. High Court. Pet Feb 18. Ord Feb 18

Hall, Thomas, Brockworth, Gloucestershire, Farmer. Gloucester. Pet Feb 7. Ord Feb 19

Harper, Jane, Birmingham, Wood Turner. Birmingham. Pet Feb 19. Ord Feb 19

Higgin, Richard, Dukinfield, Cheshire, Tallow Chandler. Ashton under Lyne. Pet Feb 9. Ord Feb 18

Hoad, James Collins, jun., Rye, Sussex, Ship Owner. Hastings. Pet Feb 2. Ord Feb 18

The following Amended Notice is substituted for that published in the London Gazette of the 19th February, 1884.

Skey, Frederick Charles, Weare, Somersetshire, Clerk in Holy Orders. Wells. Pet Jan 30. Ord Feb 15

Stephenson, Walter, Wakefield, Rag Merchant. Wakefield. Pet Feb 19. Ord Feb 19

Stone, Henry Hill, Sparkhill, nr Birmingham, Letter-press Printer. Birmingham. Pet Feb 6. Ord Feb 19

Swainston, Edward, Middlesborough, Yorkshire, Building Contractor. Middlesborough. Pet Feb 20. Ord Feb 20

TUESDAY, Feb. 26, 1884.

RECEIVING ORDERS.

Barlow, Thomas, Princess st, Edgware rd, Builder. High Court. Pet Feb 19. Ord Feb 21. Exam Mar 19 at 11.30 at 34, Lincoln's inn fields

Collins, William, Southport, Lancashire, Stonemason. Liverpool. Pet Feb 22. Ord Feb 22. Exam Mar 6 at 11

Coningham, Richard, East India rd, Poplar, Lodging house Keeper. High Court. Pet Feb 21. Ord Feb 21. Exam Mar 19 at 11.30 at 34, Lincoln's inn fields

Dowle, Alfred, Dover, Fruiterer. Canterbury. Pet Feb 8. Ord Feb 22. Exam Mar 7

Duckworth, James Henry, Bury, Lancashire, Woollen Draper. Bolton. Pet 23. Ord Feb 23. Exam Mar 12 at 11

Everton, George Frederick, the Lye, Oldswinford, out of business. Stourbridge. Pet Feb 21. Ord Feb 21. Exam Mar 19 at 11.30

Francis, William Perrott, Llanelly, Fruit Merchant. Carmarthen. Pet Feb 21. Ord Feb 21. Exam Mar 18

Gayford, Robert Dudley, Burnt Mill, Netteswell, Essex, Miller, Hertford. Pet Feb 22. Ord Feb 22. Exam Apr 2

Gayler, Thomas Alfred, Upper Tollington pk, Holloway, Auctioneer. High Court. Pet Feb 23. Ord Feb 23. Exam Mar 21 at 11 at 34, Lincoln's inn fields
Gilbert, George, Edgbaston, Warwickshire, Brick Manufacturer. Dudley. Pet Feb 20. Ord Feb 20. Exam Mar 11 at 11
Gillespie, John, College crescent, Belsize park, Hampstead, out of business. Wandsworth. Pet Feb 8. Ord Feb 22. Exam Mar 20
Harrison, John Watson, Spalding, Lincolnshire, Innkeeper. Peterborough. Pet Feb 22. Ord Feb 23. Exam Mar 15 at 2
Hawes, William, Corbyn st, Hornsey rise, Builder. High Court. Pet Feb 21. Ord Feb 21. Exam Mar 14 at 11 at 34, Lincoln's inn fields
Hincks, Thomas, Barrrow in Furness, Lancashire, Coal Dealer. Barrow in Furness. Pet Feb 11. Ord Feb 22. Exam Mar 5 at 11.30
Holsworth, John, Mells, Wenhastun, Suffolk, Brickmaker. Great Yarmouth. Pet Feb 12. Ord Feb 23. Exam Mar 10 at 11 at Townhall, Great Yarmouth
Jacks, Philip, Leamington, Warwickshire, Commission Agent. Warwick. Pet Feb 23. Ord Feb 23. Exam Mar 18
Leigh, Samuel Thomas, Bedford st, Covent garden, Cigar Merchant. High Court. Pet Feb 22. Ord Feb 22. Exam Mar 20 at 11 at 34, Lincoln's inn fields
McGinity, Francis, Liverpool, Corn Merchant. Liverpool. Pet Feb 21. Ord Feb 21. Exam Mar 3 at 12
Meadmore, Henry Charles, New Malden, Surrey, Draper. Kingston. Pet Feb 19. Ord Feb 19. Exam April 4
Mitchell, Samuel George, Newton Abbot, Devonshire, Fancy Draper. Exeter. Pet Feb 21. Ord Feb 21. Exam Mar 13 at 11
Morley, James Knight, Hatton, Derbyshire, Hotel Keeper. Burton upon Trent. Pet Feb 9. Ord Feb 20. Exam Mar 19 at 12.30
Richmond, George French, Northfleet, Kent, Barge Owner. Rochester. Pet Feb 22. Ord Feb 22. Exam Mar 10 at 2
Sheard, Patchett, Mixenden, Yorkshire, Brewer. Halifax. Pet Feb 23. Ord Feb 23. Exam Mar 13
Simpson, Julius, Caversham rd, Kentish Town, Importer of Gilt Mouldings. High Court. Pet Feb 23. Ord Feb 23. Exam Mar 25 at 11 at 34, Lincoln's inn fields
Smale, Richard, Sketty, Glamorganshire, Clerk. Swansea. Pet Feb 21. Ord Feb 21. Exam Mar 20
Tolley, John William, Bewdley, Worcestershire, Ginger Beer Manufacturer. Kidderminster. Pet Feb 21. Ord Feb 21. Exam Mar 25 at 11
Underhill, John, Dudley, Worcestershire, Ironmonger. Dudley. Pet Feb 23. Ord Feb 23. Exam Mar 18 at 12
Woodville, George, Wolverhampton, Hay Dealer, Wolverhampton. Pet Feb 22. Ord Feb 23. Exam Mar 14 at 2
Yeoman, William Charles, Birmingham, Botton Manufacturer. Birmingham. Pet Feb 23. Ord Feb 23. Exam Mar 20

FIRST MEETINGS.

Collins, William, Southport, Lancashire, Stonemason. Mar 6 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Dowle, Alfred, Dover, Fruiterer. Mar 5 at 12.30. Ladywell House, Dover
Duckworth, James Henry, Bury, Lancashire, Woollen Draper. Mar 7 at 11. Official Receiver, 16, Wood st, Bolton
Duke, Richard James, Maidenhead, Berkshire, Gent. Mar 5 at 11. 33, Carey st, Lincoln's inn
Earp, William, Dunstall Mill Farm, Wolverhampton, Staffordshire, Farmer. Mar 7 at 3. Official Receiver, St Peter's close, Wolverhampton
Everton, George Frederick, the Lye, Oldswinford, out of business. Mar 6 at 11. Official Receiver, Dudley
Francis, William Perrott, Llanelly, Fruit Merchant. Mar 6 at 2.30. 2, Frederick st, Llanelly
Gilbert, George, Edgbaston, Warwickshire, Brick Maker. Mar 5 at 3. Official Receiver, Dudley
Grundy, John Sanderson, Pendlebury, nr Manchester, Plumber. Mar 4 at 11.30. The Court House, Encombe pl, Salford
Hall, Ebenezer, Grove rd, Mile End, Tailor. Mar 10 at 12. Bankruptcy Office, Lincoln's inn fields
Lewis, David, Carmarthen, Chemist. Mar 5 at 10.30. Anderton's Hotel, Fleet st
McGinity, Francis, Liverpool, Corn Merchant. Mar 6 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Meadmore, Henry Charles, New Malden, Surrey, Draper. Mar 4 at 12. 28 and 29, St Swithin's lane
Michell, Samuel George, Newton Abbott, Devonshire, Fancy Draper. Mar 6 at 12. Castle of Exeter, Exeter
Mills, Charles, Ben Rhydding, nr Ilkley, Yorkshire, Cabinet Maker. Mar 7 at 11. Killick and Co, Commercial Bank bldgs, Bradford
Morley, James Knight, Hatton, Derbyshire, Hotel Keeper. Mar 5 at 2.30. Castle Hotel, Tutbury
Richmond, George French, Northfleet, Kent, Barge Owner. Mar 7 at 11.30. Official Receiver, Eastgate, Rochester
Robinson, George, Primet Bridge, nr Colne, Lancashire, Farmer. Mar 4 at 2. Crown Hotel, Colne
Sheard, Patchett, Mixenden, nr Halifax, Yorkshire, Brewer. Mar 8 at 12. Official Receiver, Townhall chbrs, Halifax
Sinclair, John Wilkinson, Barnard Castle, Durham, Iron Founder. Mar 5 at 11. Official Receiver, 8, Albert rd, Middlesborough
Smale, Richard, Sketty, Swansea, Glamorganshire, Clerk. Mar 6 at 11. Official Receiver, 6, Rutland st, Swansea
Swainston, Edward, Middlesborough, Yorkshire, Building Contractor. Mar 5 at 10. Official Receiver, 8, Albert rd, Middlesborough
Tolley, John William, Bewdley, Worcestershire, Ginger Beer Manufacturer. Mar 6 at 1.30. Queen's chbrs, Kidderminster
Tyler, Joseph, Stroud, Gloucestershire, Bootmaker. Mar 1 at 3.30. Corn Hall, Stroud
Underhill, John, Dudley, Worcestershire, Ironmonger. Mar 6 at 5. Official Receiver, Dudley
Woodville, George, Wolverhampton, Hay Dealer. Mar 8 at 11. Official Receiver St Peter's close, Wolverhampton

ADJUDICATIONS.

Aspinall, William, and John Aspinall, Halifax, Yorkshire, Brewers. Halifax. Pet Feb 8. Ord Feb 23
Bartle Francis, William Dunkin, and Thomas Henry Tregoning, Basset Foundry, nr Pool, Carn Brea, Cornwall, Brass and Iron Founders. Truro. Pet Jan 24. Ord Feb 20
Butterworth, William, Mount Tabor, Halifax, Innkeeper. Halifax. Pet Feb 8. Ord Feb 23
Gill, Thomas, Leeds, Paper Stock Merchant. Leeds. Pet Jan 24. Ord Feb 20
Gittens, John Alicott, Portsea, Hants, Wine Merchant. Portsmouth. Pet Jan 29. Ord Feb 21
Grundy, John Sanderson, Pendlebury, nr Manchester, Plumber. Salford. Pet Feb 19. Ord Feb 22
Hewson, George Markby, Lincolnshire, Blacksmith. Boston. Pet Feb 12. Ord Feb 23
Hinton, James Mullock, Dudley, Worcestershire, Currier. Dudley. Pet Feb 15. Ord Feb 22
Ogden, John, Ince, nr Wigan, Innkeeper. Wigan. Pet Feb 19. Ord Feb 22
Parker, William Colbeck, Batley, Yorkshire, Woollen Manufacturer. Dewsbury. Pet Feb 8. Ord Feb 22
Richmond, George, French, Northfleet, Kent, Barge Owner, Rochester. Pet Feb 22. Ord Feb 22
Robinson, Charles Dawson, Torquay, Devonshire, Hotel Keeper. Exeter. Pet Jan 8. Ord Feb 23
Robinson, George, Colne, Lancashire, Farmer. Burnley. Pet Jan 25. Ord Feb 7
Simpson, Julius, Caversham rd, Kentish Town, Importer of Gilt Mouldings. High Court. Pet Feb 23. Ord Feb 23
Tyler, Joseph, Stroud, Gloucestershire, Bootmaker. Gloucester. Pet Feb 9. Ord Feb 22
Ward, Frederick William, Horbury, nr Wakefield, Dyer. Wakefield. Pet Feb 12. Ord Feb 22
Wintle, William, Newent, Gloucestershire, Innkeeper. Gloucester. Pet Jan 31. Ord Feb 15
Wood, James, Shipston on Stour, Worcestershire, Tanner. Banbury. Pet Feb 2. Ord Feb 22

FRIDAY, Feb. 22, 1884.

ORDER FOR ADMINISTRATION IN BANKRUPTCY OF ESTATE OF DECEASED DEBTOR.

Riding, Richard, Huddersfield, Engine Packing Manufacturer. Huddersfield. Ord Feb 16. Transfer of Proceedings, Feb 16.

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